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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. September 22, 2009

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on September 15, 2009
- EnBanc Meeting – Parking Management and Mobility Plan, presented by Carl Walker Consultants

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. CONSENT PLANNING AGENDA (ITEMS 1 AND 2)

1. *ZON2009-00014– Request City zone change from LC Limited Commercial and GO General Office to SF-5 Single-Family Residential; generally located approximately 750 feet south of 21st Street North and 400 feet west of Greenwich Road. (District II)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change; place the ordinance on first reading; OR 2) Deny the request (An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing); OR 3) Return the application to the MAPC for reconsideration.

2. *VAC2009-00011 - Request to vacate a portion of platted street right-of-way, generally located north of 47th Street South between Washington Avenue and Laura Avenue. (District III)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA

1. *Federal Aviation Administration - Lease No. DTFASW-10-L-00042 - 1761 Airport Road - Supplemental Agreement No. 1.

RECOMMENDED ACTION: Approve Supplemental Agreement No. 1 and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Mayor Brewer, Council Member Schlapp, Council Member Gray, and Council Member Williams to attend the NLC Congress of Cities in San Antonio, Texas, November 10-15, 2009.

RECOMMENDED ACTION: Approve the expenditures.

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 AND 19A)

1. Report of Board of Bids and Contracts dated September 21, 2009.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

Applications for License - Special Event, October 2, 2009.

Nicole Chappelle Arena Food & Beverage /Mosley Street Market Grand Opening 312 North Mosley

<u>New Owner</u>	<u>2009</u>	<u>(Consumption on Premises)</u>
Rodrigo Rubinetti Vuotto	Los Mexican Burritos Inc.*	3005 East Pawnee

<u>Renewal</u>	<u>2009</u>	<u>(Consumption on Premises)</u>
Armando De Santiago	El Perron Enterprises LLC*	3824 East Harry
German Granados	Usuluteco Restaurant*	1714 East Northern Street

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- Construct Storm Water Drainage Improvements in Fontana 1st, 2nd, and 4th Additions, east of 119th Street West, north of 29th Street North. (District V)
- Sanitary Sewer in High Point West Addition and two unplatted tracts, east of 151st Street West, south of Maple. (District V)
- Street Paving Project in High Point West Addition, east of 151st Street West, south of Maple. (District V)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Deeds and Easements:

- a. Deeds and Easements. (See Attached)

RECOMMENDED ACTION: Accept documents.

6. Consideration of Street Closures/Uses.

- a. Midtown Citizens Historic Homes Walking Tour.

RECOMMENDED ACTION: Approve street closure.

7. Agreements/Contracts:

- a. Supplemental Agreement No. 2 parking lot design on the southwest corner of 21st and Broadway including storm water improvements. (District VI)
- b. Hold Harmless Agreement for Exchange Place LLC. (District VI)
- c. Wichita Rail Grade Separation and Consolidation Study.
- d. Relocation of Southern Star Pipe Line along Meridian, between 31st Street South and 47th Street South. (District IV)
- e. Blind and Physically Handicapped (Talking Books) Contract.
- f. *Release of Pipeline Easement on the IRB Property.***

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Change Order:

- a. 21st Street Improvement, K-96 to 159th Street East. (District II)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

9. Property Acquisitions:

- a. Partial Acquisition of 5862 South Hydraulic for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)
- b. Acquisition of 1100 East MacArthur for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)
- c. Partial acquisition of Agricultural Land at 10024 West 109th Street North for the Integrated Local Water Supply Plan.

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

10. Minutes of Advisory Boards/Commissions

Wichita Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boiler, July 23, 2009
Wichita Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boiler, August 13, 2009
Wichita Board of Appeals of Plumbers and Gas Fitters, August 5, 2009
Wichita Board of Electrical Appeals, July 14, 2009
Arts Council, August 13, 2009
Wichita Board of Electrical Appeals, August 11, 2009
Wichita Public Library, August 18, 2009

RECOMMENDED ACTION: Receive and file.

11. Proposed Assessment Rolls.

Proposed Assessment Rolls have been prepared for twenty-two (22) water projects, twenty-two (22) sewer projects and fourteen (14) storm sewer projects and it is necessary to set a public hearing date. Informal hearing with City personnel will be held October 12, 2009 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on September 25, 2009.

RECOMMENDED ACTION: Set the hearing on the proposed Assessment Rolls for 9:30 a.m., Tuesday, October 20, 2009, and direct the City Clerk to publish the notices of hearing at least once not less than 10 days prior to the date of the hearing.

12. Report on Claims for August 2009.

<u>Name of Claimant</u>	<u>Amount</u>
Base, Gary	\$134.20
Black Hills Energy	\$942.70
Clark, Murray	\$750.00
Edwards, Debbie	\$100.00
Hancock, Joellen	\$42.51
Kansas Gas Service	\$417.35**
Resser, Sherry	\$169.00
Westar Energy	\$1,358.18

RECOMMENDED ACTION: Receive and file.

13. Summary of Damage Claims for the month of August 2009. (PULLED PER LAW DEPT)

14. Intelligent Transportation Systems-Traffic Signal Radios.

RECOMMENDED ACTION: Approve the purchase of traffic signal controller radios and antennae from Electronic Technologies, Inc., in the amount of \$1,178,625.

15. Traffic Signalization Program. (Districts, I, II, and V)

RECOMMENDED ACTION: Approve the locations, approve the project, and adopt the resolution.

16. Relocation of NuStar Pipe Line along 21st Street North, between K-96 Expressway and 159th Street East. (District II)

RECOMMENDED ACTION: Approve the payment to NuStar Pipe Operation Partnership L.P.

17. Renewal of Air Quality Program Grants.

RECOMMENDED ACTION: Approve renewal of the grants and authorize the necessary signatures.

18. Acquisition by Eminent Domain of Easements for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)

RECOMMENDED ACTION: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property and directing the City Attorney to file the appropriate proceedings in the district court to accomplish such acquisition.

19. Second Reading Ordinances: (First Read September 15, 2009)

a. Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

City of Wichita
City Council Meeting
September 22, 2009

TO: Mayor and City Council

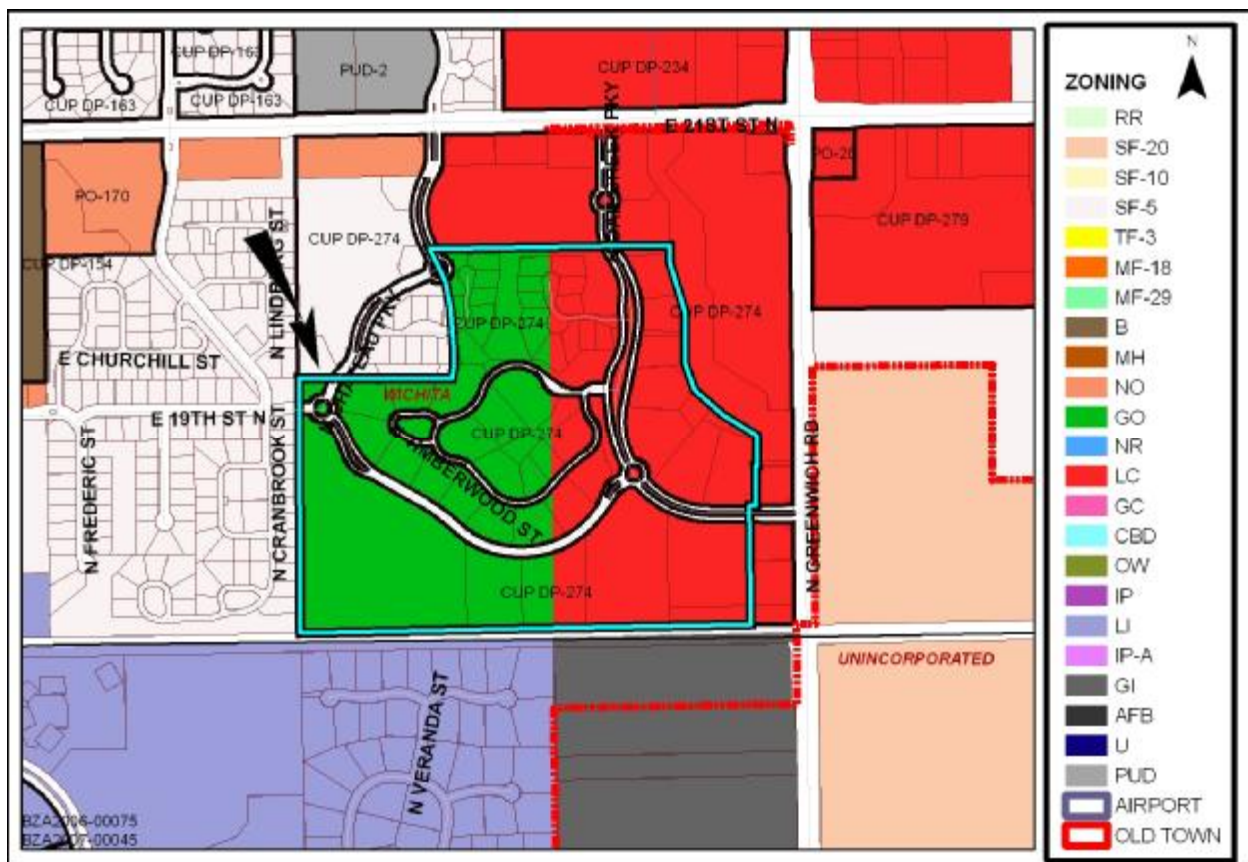
SUBJECT: ZON2009-00014– Request City zone change from LC Limited Commercial and GO General Office to SF-5 Single-Family Residential; generally located approximately 750 feet south of 21st Street North and 400 feet west of Greenwich Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (12-0).

MAPD Staff Recommendations: Approve.



BACKGROUND: This is a request for a zone change from GO General Office (“GO”) and LC Limited Commercial (“LC”) to SF-5 Single-Family Residential (“SF-5”) for a 90-acre tract of land located approximately 750 feet south of 21st Street North and 400 feet west of Greenwich Road. It is requested to bring the zoning of the land into conformance to the current pattern of low density residential development underway on the property.

The land is part of a 160-acre Community Unit Plan (“CUP”), DP-274 Oak Creek. The original intent of the CUP was to encourage a retail, office and residential mixed use development. The actual development pattern has followed a more traditional single-family residential character.

The area to be rezoned as SF-5 consists of the eastern half of Parcel 2 and all of Parcels 5, 10 and 19. The adjacent land to the west and northwest (Parcel 4 and the western half of Parcel 2) already is zoned SF-5. That portion of the CUP bordering 21st Street North would remain zoned LC and NR Neighborhood Retail (“NR”) and that part of the CUP bordering Greenwich Road would remain zoned LC.

Parcels 5 and 10 would be restricted to single-family homes. Parcel 2 also would allow patio homes and Parcel 19 would add the flexibility of zero-lot setback homes and duplexes. All parcels would be developed below the density of 8.7 dwelling units per acre allowed by SF-5 zoning and remain subject to applicable site development requirements of the CUP. The Unified Zoning Code (“UZC”) allows this type of flexibility in housing styles within a residential CUP so long as housing density remains below the density permitted in the underlying zoning district.

To date, 12 homes are built or underway. Glengate Villas (east half of Parcel 2) is 2/3rds complete with eight residences. One home is located on The Manors at Oak Creek (the Parcel 10) and three are located in Forestgate Estates (Parcel 5). The density of dwellings varies from roughly half-acre lots on Parcel 2 to two-acre lots on Parcels 5 and 10.

Other land within the CUP to the west and northwest is zoned SF-5 and is vacant. The development to the west, The Remington, also is zoned SF-5. The portion of the CUP bordering Greenwich Road and 21st Street North is zoned LC except for the extreme northwest corner, which is zoned NR Neighborhood Retail (“NR”). Commercial use is anticipated as being appropriate along these major arterial corridors. Abutting the southern border of the CUP, the east half is zoned GI General Industrial (“GI”) and is the site of an asphalt batch plant. The west half is in process of being rezoned from LI Limited Industrial (“LI”) to SF-5 and being developed as Waterfront Residential.

Analysis: At the MAPC meeting held August 20, 2009, the MAPC voted (12-0) to approve. No citizens were present to speak on the case. No protests have been received.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change; place the ordinance on first reading.
2. Deny the request.
(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)
3. Return the application to the MAPC for reconsideration.

ORDINANCE NO. 48-433

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-00014

Zone change from GO General Office ("GO") to SF-5 Single-Family Residential ("SF-5") on property described as:

A TRACT OF LAND IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 27S, RANGE 2E OF THE 6TH P.M., WHICH IS A PORTION OF OAK CREEK 2ND AND OAK CREEK 3RD ADDITIONS TO WICHITA, SEDGWICK COUNTY, KANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST 1/4 CORNER OF THE N.E. 1/4 SECTION 9, TOWNSHIP 27S, RANGE 2E OF THE 6TH P.M., SAID POINT BEING ON THE WEST LINE OF SAID OAK CREEK 2ND ADDITION; THENCE N88°57'55"E, ALONG THE NORTH LINE OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 9, TOWNSHIP 27S, RANGE 2E, A DISTANCE OF 806.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1200.00 FEET AND A CHORD BEARING OF N08°50'45"W; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°57'19", AN ARC DISTANCE OF 690.21 FEET, TO THE NORTH LINE OF OAK CREEK 3RD ADDITION; THENCE BEARING N89°13'29"E, ALONG THE SAID NORTH LINE A DISTANCE OF 614.84 FEET TO THE EAST LINE OF THE WEST HALF OF THE N.E. 1/4 OF SECTION 9, TOWNSHIP 27S, RANGE 2E; THENCE BEARING S00°41'52"E, ALONG SAID EAST LINE A DISTANCE OF 2001.72 FEET TO THE SOUTH LINE OF SAID WEST HALF OF THE N.E. 1/4 SAID POINT ALSO BEING THE SOUTH LINE OF OAK CREEK 2ND ADDITION; THENCE S88°54'47"W, ALONG SAID SOUTH LINE A DISTANCE OF 1326.86 FEET, TO THE S.W. CORNER OF SAID WEST HALF, SAID POINT ALSO BEING THE S.W. CORNER OF OAK CREEK 2ND ADDITION; THENCE N00°37'46"W, ALONG THE WEST LINE OF SAID WEST HALF AND OAK CREEK 2ND ADDITION A DISTANCE OF 1331.29 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 2,123,342 S.F. OR 48.75 ACRES MORE OR LESS. Generally located approximately 750 feet south of 21st Street North and 400 feet west of Greenwich Road.

Zone change from LC Limited Commercial ("LC") to SF-5 Single-Family Residential ("SF-5") on property described as:

A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27S, RANGE 2E OF THE 6TH P.M., SAID TRACT ALSO BEING A PORTION OF OAK CREEK 2ND, OAK CREEK 3RD, AND OAK CREEK 4TH ADDITIONS TO WICHITA, SEDGWICK COUNTY, KANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF THE N.E. 1/4 OF SECTION 9, TOWNSHIP 27S, RANGE 2E, SAID POINT ALSO BEING THE SOUTH LINE OF SAID OAK CREEK 2ND ADDITION; THENCE N00°41'52"W, ALONG THE WEST LINE OF THE EAST HALF OF SAID N.E. 1/4 A DISTANCE OF 2001.72 FEET TO THE NORTH LINE OF SAID OAK CREEK 3RD ADDITION; THENCE BEARING N89°13'29"E, ALONG THE NORTH LINE OF OAK CREEK 3RD ADDITION, A DISTANCE OF 635.49 FEET, TO THE N.E. CORNER OF OAK CREEK 3RD ADDITION; THENCE BEARING S00°46'41"E, ALONG THE EAST LINE OF OAK CREEK 3RD ADDITION, A DISTANCE OF 95.10 FEET; THENCE BEARING S16°42'22"E, A DISTANCE OF 272.68 FEET; THENCE BEARING S00°00'09"E, A DISTANCE OF 265.67 FEET TO THE S.E. CORNER OF LOT 3, BLOCK 2, OAK CREEK 3RD ADDITION, SAID POINT ALSO BEING THE N.E. CORNER OF RESERVE "C", OAK CREEK 4TH ADDITION; THENCE BEARING S20°19'07"E, ALONG THE N.E. LINE OF OAK CREEK 4TH ADDITION, A DISTANCE OF 142.07 FEET; THENCE BEARING S49°12'55"E, A DISTANCE OF 203.62 FEET; THENCE BEARING S58°32'09"E, A DISTANCE OF 204.11 FEET TO THE N.E. CORNER OF RESERVE "D" OF OAK CREEK 4TH ADDITION; THENCE BEARING S00°45'57"E, A DISTANCE OF 166.01 FEET TO THE NORTH LINE OF LOT 5, BLOCK 1, OAK CREEK 4TH ADDITION; THENCE S89°14'03"W, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 9.0 FEET TO THE N.W. CORNER OF SAID LOT 5; THENCE BEARING S00°45'57"E, ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 205.90 FEET TO THE S.W. CORNER OF LOT 5, SAID POINT ALSO BEING THE NORTH LINE OF OAK CREEK PARKWAY; THENCE BEARING S89°14'03"W, ALONG THE SAID NORTH LINE OF OAK CREEK PARKWAY A DISTANCE OF 35.00 FEET; THENCE BEARING S00°45'57"E, A DISTANCE OF 623.36 FEET TO THE SOUTH LINE OF THE EAST HALF OF THE N.E. 1/4 OF SECTION 9, TOWNSHIP 27S, RANGE 2E, SAID POINT ALSO BEING THE SOUTH LINE OF OAK CREEK 2ND ADDITION; THENCE BEARING S88°54'47"W, ALONG THE SAID SOUTH LINE A DISTANCE OF 1,037.86 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 1,793,656.13 S.F. OR 41.18 ACRES MORE OR LESS. Generally located approximately 750 feet south of 21st Street North and 400 feet west of Greenwich Road.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, October 16, 2009.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT OF THE AUGUST 20, 2009 MAPC HEARING

Case No.: ZON2009-14 - Slawson Commercial Properties, LLC, Masterpiece Homes, Inc., Craig Sharp Homes, Inc., Daniel J. Alefs and Paula J. Feist-Alefs, Robert and Jennifer Babst, Albert and Treva Brensing, Eric C. and Rebecca L. Bunting, William R. and Linda K. Cary, Bruce and Nancy Cochener, Elizabeth Henderson King, Living Trust, Carolyn S. Hummon Living Trust, Barbara L. Mann Revocable Trust, Gregory J. and Janalee Seiwert, Jeffrey R. Walker and Stephanie R. Berland, Youngboo and Ivy Yang; PEC, PA c/o Rob Hartman (agent) Request City zone change from LC Limited Commercial and GO General Office to SF-5 Single-family Residential on property described as:

OAK CREEK LEGAL FOR G.O. TO SF-5 ZONING

A TRACT OF LAND IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 27S, RANGE 2E OF THE 6TH P.M., WHICH IS A PORTION OF OAK CREEK 2ND AND OAK CREEK 3RD ADDITIONS TO WICHITA, SEDGWICK COUNTY, KANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF THE N.E. 1/4 SECTION 9, TOWNSHIP 27S, RANGE 2E OF THE 6TH P.M., SAID POINT BEING ON THE WEST LINE OF SAID OAK CREEK 2ND ADDITION; THENCE N88°57'55"E, ALONG THE NORTH LINE OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 9, TOWNSHIP 27S, RANGE 2E, A DISTANCE OF 806.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1200.00 FEET AND A CHORD BEARING OF N08°50'45"W; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°57'19", AN ARC DISTANCE OF 690.21 FEET, TO THE NORTH LINE OF OAK CREEK 3RD ADDITION; THENCE BEARING N89°13'29"E, ALONG THE SAID NORTH LINE A DISTANCE OF 614.84 FEET TO THE EAST LINE OF THE WEST HALF OF THE N.E. 1/4 OF SECTION 9, TOWNSHIP 27S, RANGE 2E; THENCE BEARING S00°41'52"E, ALONG SAID EAST LINE A DISTANCE OF 2001.72 FEET TO THE SOUTH LINE OF SAID WEST HALF OF THE N.E. 1/4 SAID POINT ALSO BEING THE SOUTH LINE OF OAK CREEK 2ND ADDITION; THENCE S88°54'47"W, ALONG SAID SOUTH LINE A DISTANCE OF 1326.86 FEET, TO THE S.W. CORNER OF SAID WEST HALF, SAID POINT ALSO BEING THE S.W. CORNER OF OAK CREEK 2ND ADDITION; THENCE N00°37'46"W, ALONG THE WEST LINE OF SAID WEST HALF AND OAK CREEK 2ND ADDITION A DISTANCE OF 1331.29 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 2,123,342 S.F. OR 48.75 ACRES MORE OR LESS.

OAK CREEK LEGAL FOR L.C. TO SF-5 ZONING

A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27S, RANGE 2E OF THE 6TH P.M., SAID TRACT ALSO BEING A PORTION OF OAK CREEK 2ND, OAK CREEK 3RD, AND OAK CREEK

4TH ADDITIONS TO WICHITA, SEDGWICK COUNTY, KANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF THE N.E. 1/4 OF SECTION 9, TOWNSHIP 27S, RANGE 2E, SAID POINT ALSO BEING THE SOUTH LINE OF SAID OAK CREEK 2ND ADDITION; THENCE N00°41'52"W, ALONG THE WEST LINE OF THE EAST HALF OF SAID N.E. 1/4 A DISTANCE OF 2001.72 FEET TO THE NORTH LINE OF SAID OAK CREEK 3RD ADDITION; THENCE BEARING N89°13'29"E, ALONG THE NORTH LINE OF OAK CREEK 3RD ADDITION, A DISTANCE OF 635.49 FEET, TO THE N.E. CORNER OF OAK CREEK 3RD ADDITION; THENCE BEARING S00°46'41"E, ALONG THE EAST LINE OF OAK CREEK 3RD ADDITION, A DISTANCE OF 95.10 FEET; THENCE BEARING S16°42'22"E, A DISTANCE OF 272.68 FEET; THENCE BEARING S00°00'09"E, A DISTANCE OF 265.67 FEET TO THE S.E. CORNER OF LOT 3, BLOCK 2, OAK CREEK 3RD ADDITION, SAID POINT ALSO BEING THE N.E. CORNER OF RESERVE "C", OAK CREEK 4TH ADDITION; THENCE BEARING S20°19'07"E, ALONG THE N.E. LINE OF OAK CREEK 4TH ADDITION, A DISTANCE OF 142.07 FEET; THENCE BEARING S49°12'55"E, A DISTANCE OF 203.62 FEET; THENCE BEARING S58°32'09"E, A DISTANCE OF 204.11 FEET TO THE N.E. CORNER OF RESERVE "D" OF OAK CREEK 4TH ADDITION; THENCE BEARING S00°45'57"E, A DISTANCE OF 166.01 FEET TO THE NORTH LINE OF LOT 5, BLOCK 1, OAK CREEK 4TH ADDITION; THENCE S89°14'03"W, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 9.0 FEET TO THE N.W. CORNER OF SAID LOT 5; THENCE BEARING S00°45'57"E, ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 205.90 FEET TO THE S.W. CORNER OF LOT 5, SAID POINT ALSO BEING THE NORTH LINE OF OAK CREEK PARKWAY; THENCE BEARING S89°14'03"W, ALONG THE SAID NORTH LINE OF OAK CREEK PARKWAY A DISTANCE OF 35.00 FEET; THENCE BEARING S00°45'57"E, A DISTANCE OF 623.36 FEET TO THE SOUTH LINE OF THE EAST HALF OF THE N.E. 1/4 OF SECTION 9, TOWNSHIP 27S, RANGE 2E, SAID POINT ALSO BEING THE SOUTH LINE OF OAK CREEK 2ND ADDITION; THENCE BEARING S88°54'47"W, ALONG THE SAID SOUTH LINE A DISTANCE OF 1,037.86 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 1,793,656.13 S.F. OR 41.18 ACRES MORE OR LESS. Generally located southwest of Greenwich Road and 21st Street North.

BACKGROUND: This is a request for a zone change from GO General Office ("GO") and LC Limited Commercial ("LC") to SF-5 Single-Family Residential ("SF-5") for a 90-acre tract of land located approximately 750 feet south of 21st Street North and 400 feet west of Greenwich Road. It is requested to bring the zoning of the land into conformance to the current pattern of low density residential development underway on the property.

The land is part of a 160-acre Community Unit Plan ("CUP"), DP-274 Oak Creek. The original intent of the CUP was to encourage a retail, office and residential mixed use development. The actual development pattern has followed a more traditional single-family residential character.

The area to be rezoned as SF-5 consists of the eastern half of Parcel 2 and all of Parcels 5, 10 and 19. The adjacent land to the west and northwest (Parcel 4 and the western half of Parcel 2) already is zoned SF-5. That portion of the CUP bordering 21st Street North would remain zoned LC and NR Neighborhood Retail (“NR”) and that part of the CUP bordering Greenwich Road would remain zoned LC.

Parcels 5 and 10 would be restricted to single-family homes. Parcel 2 also would allow patio homes and Parcel 19 would add the flexibility of zero-lot setback homes and duplexes. All parcels would be developed below the density of 8.7 dwelling units per acre allowed by SF-5 zoning and remain subject to applicable site development requirements of the CUP. The Unified Zoning Code (“UZC”) allows this type of flexibility in housing styles within a residential CUP so long as housing density remains below the density permitted in the underlying zoning district.

To date 12 homes are built or underway. Glengate Villas (east half of Parcel 2) is 2/3rds complete with eight residences. One home is located on The Manors at Oak Creek (the Parcel 10) and three are located in Forestgate Estates (Parcel 5). The density of dwellings varies from roughly half-acre lots on Parcel 2 to two-acre lots on Parcels 5 and 10.

Other land within the CUP to the west and northwest is zoned SF-5 and is vacant. The development to the west, The Remington, also is zoned SF-5. The portion of the CUP bordering Greenwich Road and 21st Street North is zoned LC except for the extreme northwest corner, which is zoned NR Neighborhood Retail (“NR”). Commercial use is anticipated as being appropriate along these major arterial corridors. Abutting southern border of the CUP, the east half is zoned GI General Industrial (“GI”) and is the site of an asphalt batch plant. The west half is in process of being rezoned from LI Limited Industrial (“LI”) to SF-5 and being developed as Waterfront Residential.

CASE HISTORY: The property is platted as Oak Creek 2nd Addition, recorded October 6, 2006, Oak Creek 3rd Addition, recorded January 5, 2007 and Oak Creek 4th Addition, recorded July 27, 2007. A requested replat as Carriage Oaks Addition for Parcel 19 has been filed. The land in this application was originally approved as DP-266 Woodlands CUP on October 29, 2003, then merged into DP-274 on November 3, 2004. The application area has been restricted by the developer to less intensive (residential) uses through administrative adjustments dated May 10, 2006 and June 9, 2009 (as modified August 13, 2009).

ADJACENT ZONING AND LAND USE:

NORTH:	LC, NR, SF-5	Vacant, shopping center
SOUTH:	SF-5, LI, GI	Low density residential, concrete plant
EAST:	LC	Vacant
WEST:	SF-5	Single-family residential, vacant

PUBLIC SERVICES: The subject property has frontage along local public streets, Oak Creek Parkway and Chateau Parkway. These streets feed onto 21st Street North Road, a four-lane arterial street with dual center turn lanes. Similarly access is provided by 19th Street North to Greenwich Road. All normal public services are available.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “regional commercial,” which does not conform to the zoning request. All four corners of the intersection of 21st Street North and Greenwich Road were designated for regional commercial, primarily due to the commercial corridor that was being developed along Greenwich Road coupled with the land’s proximity to the K-96 bypass. However, the commercial development pattern that is emerging is to confine the commercial uses to a shallower depth along the west side of Greenwich Road and south side of 21st Street North. A better designation for the emerging character of the Oak Creek development would be “urban development mix.”

RECOMMENDATION: Based upon this information available prior to the public hearings, planning staff recommends that the request be APPROVED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: To date 12 homes are built or underway. Glengate Villas (east half of Parcel 2) is 2/3rds complete with eight residences. One home is located on The Manors at Oak Creek (the Parcel 10) and three are located in Forestgate Estates (Parcel 5). The density of dwellings varies from roughly half-acre lots on Parcel 2 to two-acre lots on Parcels 5 and 10. Other land within the CUP to the west and northwest is zoned SF-5 and is vacant. The development to the west, The Remington, also is zoned SF-5. The portion of the CUP bordering Greenwich Road and 21st Street North is zoned LC except for the extreme northwest corner, which is zoned NR Neighborhood Retail (“NR”). Commercial use is anticipated as being appropriate along these major arterial corridors. Abutting the southern border of the CUP, the east half is zoned GI General Industrial (“GI”) and is the site of an asphalt batch plant. The west half is in process of being rezoned from LI Limited Industrial (“LI”) to SF-5 and being developed as Waterfront Residential.
2. The suitability of the subject property for the uses to which it has been restricted: The subject property is less suited for commercial uses allowed by LC and GO zoning than as low-density residential use, as indicated by the actual development pattern.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The rezoning will enhance nearby residential property to the west and southwest that is developing similarly. It will create the need for effective buffering of the parcels from the remaining commercial zoned areas of DP-274, which is already addressed by the CUP.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “regional commercial.” This designation does not conform to the zoning request. A better designation for the emerging character of the Oak Creek development would be “urban development mix.” This would complement the

Comprehensive Plan designation of the property to the west of DP-274 of ‘urban residential.’”

5. Impact of the proposed development on community facilities: The impact would be unchanged as it validates the development pattern already allowed by the CUP and underway.

DONNA GOLTRY, Planning Staff presented the staff report.

MOTION: To approve subject to staff recommendation.

J. JOHNSON moved, **MITCHELL** seconded the motion, and it carried (12-0).

City of Wichita
City Council Meeting
September 22, 2009

To: Mayor and City Council

Subject: VAC2009-00011 - Request to vacate a portion of platted street right-of-way, generally located north of 47th Street South between Washington Avenue and Laura Avenue. (District III)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The City of Wichita's Public Works Department is requesting the vacation of that portion of Ida Avenue right-of-way (ROW), generally located north of 47th Street South between Washington Avenue and Laura Avenue. The Ida intersection with 47th Street South is the closest intersection to the 47th Street South and I-135 interchange. The short distance between the 47th Street South and Ida intersection and the 47th Street South and I-135 interchange creates conflicting traffic patterns, thus is a public safety issue. Vacating this portion of Ida will address this public safety issue by reducing the conflicting traffic patterns. Vacating this portion of Ida will not create a dead-end road. All properties abutting the proposed vacated ROW will continue to have access to other public residential ROWs. The Public Works Department will continue Washington Avenue east to Laura Avenue, which will subsequently get traffic to and from 47th Street South, while impacting the smallest number of residential properties in the area. There is no sewer line within the proposed vacated ROW. There are franchised utilities and a water line running the length of the proposed vacated ROW; the ROW will be retained as a utility - drainage easement. This portion of Ida Avenue was dedicated on the Cedarvale Acres Addition, which was recorded with the Register of Deeds on October 22, 1952. The later development of I-135 subsequently changed the configuration of the Cedarvale Acres subdivision into its present configuration.

Analysis: The MAPC voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



City of Wichita
City Council Meeting
September 22, 2009

TO: Wichita Airport Authority

SUBJECT: Federal Aviation Administration – Lease No. DTFASW-10-L-00042
1761 Airport Road – Supplemental Agreement No. 1

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: On July 7, 2009, the WAA approved an agreement with the Federal Aviation Administration (FAA) for use of 4,185 sq. ft. of office space situated in a 14,677 sq. ft. building on Mid-Continent Airport. This building, which previously housed the FAA's automated flight service station, is now used for the FAA's Airway Facilities unit. Subsequent to the execution of the agreement, FAA staff requested that the WAA contract with a company to construct a break room within the leased premises. WAA staff solicited bids for providing this work and selected a company to complete the project. The FAA is desirous of amortizing the costs of the improvements over a two-year period.

Analysis: Cost of the project will be reimbursed in entirety by the FAA. WAA staff is amenable to complying with the FAA request to spread the cost of construction over a two-year period. A supplemental agreement is required to authorize the expenditure.

Financial Considerations: The successful proponent bid \$5,000 to complete the project. In addition, a 12% construction fee is included for WAA staff's coordination and supervision of the project. The total cost of \$5,600 will be amortized over a two-year period at a 5.5% interest rate, payable by the FAA.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through modifying lease agreements to allow tenants to operate more effectively, thereby enhancing their operations on the Airport, and allowing the WAA to continue its operations on a self-sustaining basis.

Legal Considerations: The Law Department has approved the supplemental agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 1, and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

U.S. Department of Transportation Federal Aviation Administration SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT	DATE
	No. 1	
	TO LEASE NO. DTFASW-10-L-00042	

ADDRESS OF PREMISES: Approximately 4185 square feet of space at 1761 Airport Road, Wichita, Kansas. Space consists of office and technical space (3,339 sq. ft.) and telco and equipment space (846 sq. ft) with the dock area utilized at no charge to the Government. All space to be utilized for such purposes as determined by the Federal Aviation Administration.

THIS AGREEMENT, made and entered into this date by and between THE WICHITA AIRPORT AUTHORITY whose address is 2173 Air Cargo Road, Wichita, Kansas 67209 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, on 7/29/09, the parties hereto entered into Lease Number DTFASW-10-L-00042 to supersede Lease No. DTFACE-06-L-00054, for the consideration and purposes more particularly stated in said lease, and

WHEREAS, the parties hereto desire to amend the above Lease, and

WHEREAS, the Government has an operational requirement for the Lessor to provide a breakroom in the leased premises; and

WHEREAS, the Lessor will require a 12% construction fee to coordinate and supervise the breakroom construction, and

WHEREAS, the Government has acquired the funding and desires to reimburse the Lessor for Government requested changes/alterations in 24 amortized payments at 5 ½ % interest as part of the monthly rental payments.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

1. The Lessor agrees to contract for the equipment, labor and material to provide the FAA with a breakroom in the leased premises.
2. Both parties agree to repayment of 24 amortized payments beginning August 1, 2009

Article 5 of the Lease to be deleted in its entirety and replaced with the following:

5. **RENTAL** (10/96) – Rent in shall be payable to the Lessor in arrears and will be payable each month in the amount listed in the table below beginning 8/1/09 without the submission of invoices or vouchers. This rental includes operating costs and is subject to availability appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month shall be prorated. Checks will be made payable to: The Wichita Airport Authority, 2173 Air Cargo, Wichita, Kansas 67277.

7/01/2009 through 06/01/2011 : \$57,215.64 24 Monthly payments of \$4,767.97
 3 payments FY09
 12 payments FY10
 9 payments FY11

7/01/2011 through 09/30/2015 : \$54,252.36 Monthly payments of \$4,521.03

OPERATING COSTS

	Office & Technical	Telco & Equipment	Average
Rental	9.25	7.40	8.88
O & M Fee (Basic)	1.36	.89	1.26
O & M Fee (Turnkey Less Janitorial)*	3.15	1.53	2.82
Total annual lease rate per Sq. Ft.	13.76	9.82	12.96
Subtotal	45,944.64	8,307.72	

*Trash pickup to be included; however FAA will acquire independent cleaning service.

ADD ATTACHMENT: EXHIBIT B PER ARTICLE 14 Item 2). : Invoice from Neal Construction Co., Inc. Proposal/Contract

All other terms and conditions of the lease shall remain in force and effect

Important: Lessor ☒ is, is not required to sign this document and return __1__ copies to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

WICHITA AIRPORT AUTHORITY

BY _____
(Signature)

(Title)

(Date)

IN THE PRESENCE OF (witnessed by:)

(Signature)

(Address)

UNITED STATES OF AMERICA

BY _____
Patsy J. McComis

Contracting Officer
(Official Title)

BY _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL SEPTEMBER 22, 2009**

- a. Intrust Bank Arena Wayfinding Signage, Phase 1 (north of Kellogg, east of Seneca) (472-84843/707008/209473) Traffic to be maintained using flagpersons & barricades. (District I,III,IV,VI) - \$575,000.00
- b. Sidewalk on Tyler, from 29th to 37th Street North (472-84788/707000/209465) Traffic to be maintained using flagpersons & barricades. (District V) - \$150,000.00
- c. Lateral 2, Main 24 Four Mile Creek Sewer to serve Monarch Landing 2nd Addition, Phase 2 (north of 21st Street North, west of 159th Street East) (468-84433/744297/480986) Does not affect existing traffic. (District II) - \$183,000.00
- d. Water Distribution System to serve Monarch Landing 2nd Addition, Phase 2 (north of 21st Street North, west of 159th Street East) (448-90335/735433/470106) Does not affect existing traffic. (District II) - \$132,000.00
- e. Mainsgate/Chelmsford/Chelmsford Courts from the east line of Lot 10,Block 3 to the north line of Lot 13, Block 1; Chelmsford Court serving Lots 13 through 21, Block 3 from the west line of Chelmsford to and including the cul-de-sac; and Flutter Circle serving Lots 1 through 9, Block 1 from the north line of 24th Street to and including the cul-de-sac, Phase 2b to serve Monarch Landing 2nd Addition (north of 21st Street North, west of 159th Street East) (472-84613b/766229/490247) Traffic to be maintained using flagpersons and barricades. (District II) - \$601,600.00
- f. Right Turn Lane on 21st Street North; Monarch Landing Addition (north of 21st Street North, west of 159th Street East). (District II) (472-84526/766232/490-250) – Total Estimated Cost \$164,920.00

City of Wichita
City Council Meeting
September 22, 2009

TO: Mayor and City Council

SUBJECT: Petitions to construct Storm Water Drainage Improvements in Fontana 1st, 2nd, and 4th Additions (East of 119th Street West, north of 29th Street North) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new petitions.

Background: On November 22, 2005 and July 21, 2009, the City Council approved five petitions for drainage improvements in Fontana 1st, 2nd and 4th Additions. In order to equalize assessments in the improvement districts, the developer has submitted two new petitions that consolidate the five projects into two projects. The signature on the new petitions represents 75% and 74% of the improvement district areas. The special assessments to the lots owned by non-signers have not been increased.

Analysis: The projects will serve a partially developed residential area located east of 119th Street West, north of 29th Street North.

Financial Considerations: The five existing petition budgets total \$1,077,000. The two new petitions also total \$1,077,000. The funding source is special assessments

Goal Impact: The projects address the Efficient Infrastructure goal by providing drainage improvements required for new residential development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new petitions, adopt the resolutions and authorize the necessary signatures.

Attachments: Map, CIP sheets, petitions and resolutions.

First Published in the Wichita Eagle on

RESOLUTION NO. 09-307

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 282 (EAST OF 119TH ST. WEST, NORTH OF 29TH ST. NORTH) 468-84121 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 282 (EAST OF 119TH ST. WEST, NORTH OF 29TH ST. NORTH) 468-84121 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 05-621 adopted on November 22, 2005 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve Storm Water Drain No. 282 (east of 119th St. West, North of 29th St. North) 468-84121.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Four Hundred Eighty-One Thousand Dollars (\$481,000) the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after September 1, 2009, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FONTANA ADDITION

Lots 1 through 40, Block 1

Lots 49 through 55, Block 3

FONTANA 2ND ADDITION

Lots 1 through 36, Block 1

Lots 1 through 8, Block 2

FONTANA 4TH ADDITION

Lots 34 through 58, Block 1

Lots 1 through 19, Block 2

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That Lots 1 through 40, Block 1, and Lots 49 through 55, Block 3, FONTANA ADDITION, and Lots 1 through 19, Block 1, FONTANA 2ND ADDITION shall each pay

963/481,000 of the total cost payable by the improvement district; and that Lots 20 through 36, Block 1, and Lots 1 through 8, Block 2, FONTANA 2ND ADDITION shall each pay 962/481,000 of the total cost payable by the improvement district; and that Lots 34 through 50, Block 1, and Lots 1 through 19, Block 2, FONTANA 4TH ADDITION shall each pay 8,706/481,000 of the total cost payable by the improvement district; and that Lots 51 through 58, Block 1, FONTANA 4TH ADDITION shall each pay 9,997/481,000 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 22nd day of September, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on September 25, 2009

RESOLUTION NO. 09-308

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 283 (EAST OF 119TH ST. WEST, NORTH OF 29TH ST. NORTH) 468-84122 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 283 (EAST OF 119TH ST. WEST, NORTH OF 29TH ST. NORTH) 468-84122 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 05-622 adopted on November 22, 2005 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve Storm Water Drain No. 283 (east of 119th St. West, North of 29th St. North) 468-84122.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Five Hundred Ninety-Six Thousand Dollars (\$596,000) the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after September 1, 2009, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FONTANA ADDITION

Lots 1 through 40, Block 1
Lots 49 through 55, Block 3

FONTANA 2ND ADDITION

Lots 1 through 36, Block 1
Lots 1 through 8, Block 2

FONTANA 4TH ADDITION

Lots 34 through 26, Block 3
Lots 1 through 28, Block 4

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That Lots 1 through 40, Block 1, and Lots 49 through 55, Block 3, FONTANA ADDITION,

and Lots 1 through 36, Block 1, and Lots 1 through 5, Block 2, FONTANA 2ND ADDITION shall each pay 1,460/596,000 of the total cost payable by the improvement district; and that Lots 6 through 8, Block 2, FONTANA 2ND ADDITION shall each pay 1,461/596,000 of the total cost payable by the improvement district; and that Lots 1 through 26, Block 3, and Lots 1 through 15, Block 4, FONTANA 4TH ADDITION shall each pay 8,080/596,000 of the total cost payable by the improvement district; and that Lots 16 through 21, Block 4, FONTANA 4TH ADDITION shall each pay 9,375/596,000 of the total cost payable by the improvement district; and that Lots 22 through 28, Block 4, FONTANA 4TH ADDITION shall each pay 10,801/596,000 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 22nd day of September, 2009.

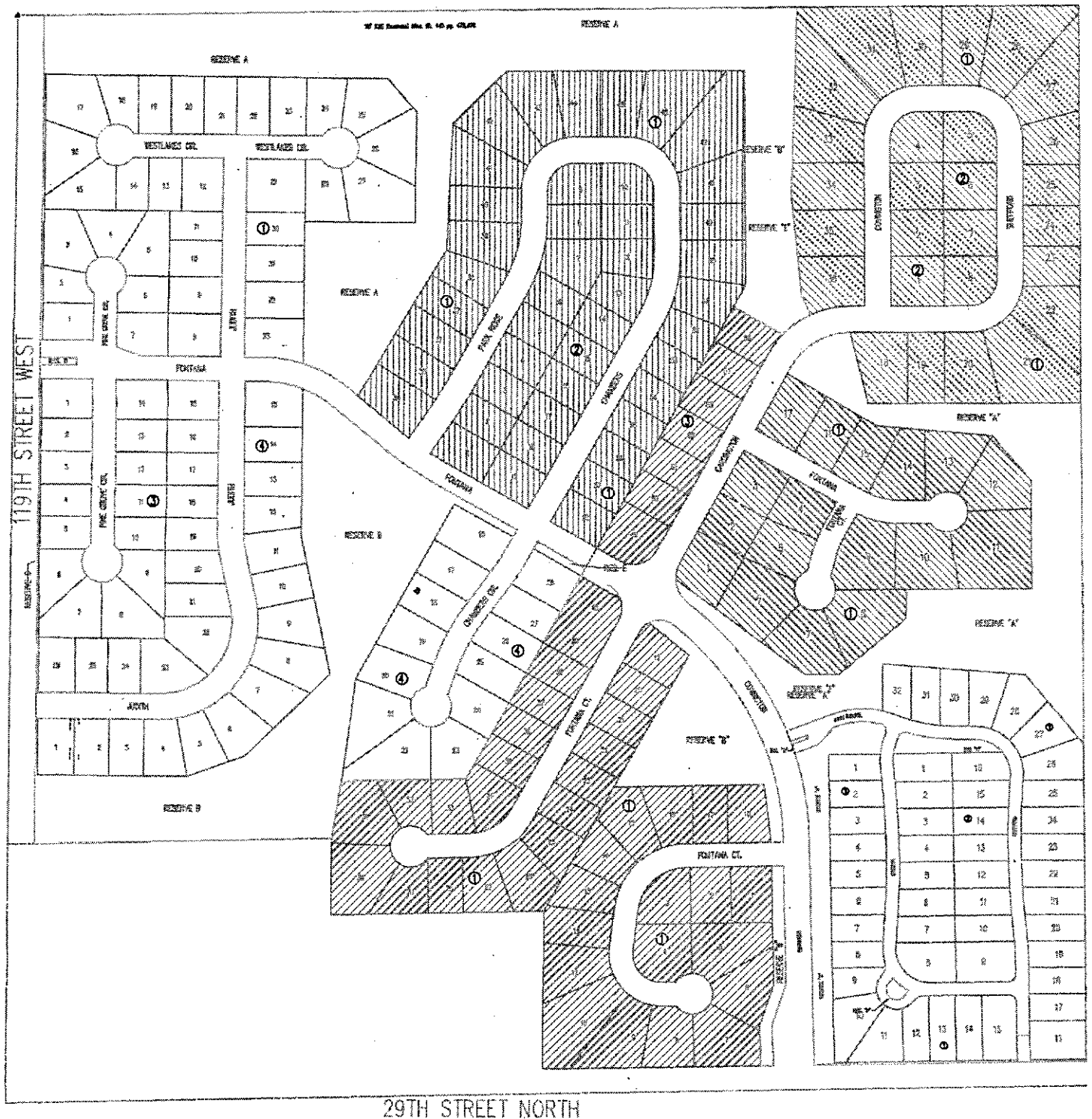
CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

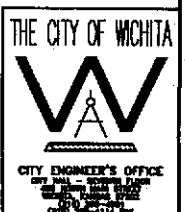
FONTANA, FONTANA 2ND & FONTANA 4TH ADDITION



29TH STREET NORTH



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



PROJECT AUTHORIZATION

CITY OF WICHITA

To Initiate Project

To Revise Project

X	
---	--

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 9/2/2009	4. Project Description & Location Storm Water Drain for Fontana 1st, 2nd, and 4th Additions
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required	As Required		
12A.			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER *
Right of Way			TOTAL
Paving, grading & const.			
Bridge & Culverts			
Drainage		\$481,000	\$481,000
Sanitary Sewer			
Sidewalk			
Water			
Other			
Totals		\$481,000	\$481,000
Total CIP Amount Budgeted			
Total Prelim. Estimate			

Platting Required

Lot Split

Petition

Ordered by WCC

Yes
X

No

Remarks:


75% Petition

* Storm Water Utility

SWD 282

468-84121

Approve the petition and adopt the resolution.

Division Head	Department Head	Budget Officer	City Manager
			
		Date	Date

PROJECT AUTHORIZATION

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution
5. Return 2nd copy to initiating department
6. Send 3rd copy to Controller.

To Initiate Project

To Revise Project

X	
---	--

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 9/2/2009	4. Project Description & Location Storm Water Drain for Fontana 1st, 2nd, and 4th Additions
5. CIP Project Number NT-200424	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required	As Required	12A.	
12. Project Cost Estimate			
ITEM	GO	SA	OTHER * TOTAL
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage		\$596,000	\$596,000
Sanitary Sewer			
Sidewalk			
Water			
Other			
Totals		\$596,000	\$596,000
Total CIP Amount Budgeted			
Total Prelim. Estimate			

Platting Required

Lot Split

Petition

Ordered by WCC

Yes

X

No

Remarks:

74% Petition

* Storm Water Utility

SWD 283

468-84122

Approve the petition and adopt the resolution

[illegible]

RECEIVED

AUG 27 '09

STORM WATER DRAIN PETITION
(PHASE 1)
(08/24/09)

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

SWD 282

468-84121

FONTANA ADDITION

Lots 1 thru 40, Block 1
Lots 49 thru 55, Block 3

FONTANA 2ND ADDITION

Lots 1 thru 36, Block 1
Lots 1 thru 8, Block 2

FONTANA 4TH ADDITION

Lots 34 thru 58, Block 1
Lots 1 thru 19, Block 2

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended as follows:

- (a) That there be constructed a storm sewer drain to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Four Hundred Eighty One Thousand Dollars (\$481,000.00), with 100% percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after September 1, 2009.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That Lots 1 thru 40, Block 1, and Lots 49 thru 55, Block 3, Fontana Addition, and Lots 1 thru 19, Block 1, Fontana 2nd Addition shall each pay 963/481,000 of the total cost payable by the improvement district; and that Lots 20 thru 36, Block 1, and Lots 1 thru 8, Block 2, Fontana 2nd Addition shall each pay 962/481,000 of the total cost payable by the improvement district; and that Lots 34 thru 50, Block 1, and Lots 1 thru 19, Block 2, Fontana 4th Addition shall each pay 8,706/481,000 of the total cost payable by the improvement district; and that Lots 51 thru 58, Block 1, Fontana 4th Addition shall each pay 9,997/481,000 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
--------------------------	------------------	-------------

FONTANA ADDITION

SOCORA HOMES, INC.

BLOCK 1

Lots 1 thru 40

By: 

David A. Hambrick, Vice President

BLOCK 3

Lots 49 thru 55

FONTANA 2nd ADDITION

BLOCK 1

Lots 1 thru 36

BLOCK 2

Lots 1 thru 8

FONTANA 4TH ADDITION

BLOCK 1

Lots 34 thru 58

BLOCK 2

Lots 1 thru 19

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

ISAAC KEUMME

Name

303. S. TOPEKA

Address

262-2691

Telephone No.

Sworn to and subscribed before me this 27TH day of AUGUST,
2009.



Deborah A. Sadlock

Deputy City Clerk

RECEIVED

AUG 27 '09

CITY CLERK OFFICE

STORM WATER DRAIN PETITION
(PHASE 2)
(08/24/09)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

SWD 283

468-84122

FONTANA ADDITION

Lots 1 thru 40, Block 1
Lots 49 thru 55, Block 3

FONTANA 2nd ADDITION

Lots 1 thru 36, Block 1
Lots 1 thru 8, Block 2

FONTANA 4TH ADDITION

Lots 1 thru 26, Block 3
Lots 1 thru 28, Block 4

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended as follows:

- (a) That there be constructed a storm sewer drain to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Five Hundred Ninety Six Thousand Dollars (\$596,000.00) with 100% percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after September 1, 2009.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of

the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That Lots 1 thru 40, Block 1, and Lots 49 thru 55, Block 3, Fontana Addition, and Lots 1 thru 36, Block 1, and Lots 1 thru 5, Block 2, Fontana 2nd Addition shall each pay 1,460/596,000 of the total cost payable by the improvement district; and that Lots 6 thru 8, Block 2, Fontana 2nd Addition shall each pay 1,461/596,000 of the total cost payable by the improvement district; and that Lots 1 thru 26, Block 3, and Lots 1 thru 15, Block 4, Fontana 4th Addition shall each pay 8,080/596,000 of the total cost payable by the improvement district; and that Lots 16 thru 21, Block 4, Fontana 4th Addition shall each pay 9,375/596,000 of the total cost payable by the improvement district; and that Lots 22 thru 28, Block 4, Fontana 4th Addition shall each pay 10,801/596,000 of the total cost payable by the improvement district.

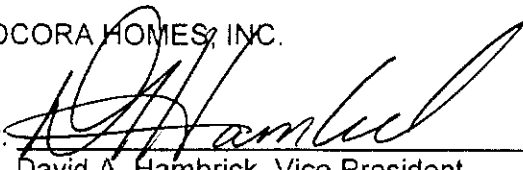
Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
<u>FONTANA ADDITION</u>	SOCORA HOMES, INC.	
<u>BLOCK 1</u> Lots 1 thru 40	By: 	
<u>BLOCK 3</u> Lots 49 thru 55	David A. Hambrick, Vice President	
<u>FONTANA 2nd ADDITION</u>		
<u>BLOCK 1</u> Lots 1 thru 36		
<u>BLOCK 2</u> Lots 1 thru 8		
<u>FONTANA 4th ADDITION</u>		
<u>BLOCK 3</u> Lots 1 thru 26		
<u>BLOCK 4</u> Lots 1 thru 28		

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

ISAAC KRUMME

Name

303. S- TOPEKA

Address

262-2691

Telephone No.

Sworn to and subscribed before me this 27th day of AUGUST,
2009.



Robert J. Adcock

Deputy City Clerk

City of Wichita
City Council Meeting
September 22, 2009

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer in High Point West Addition and two unplatted tracts (east of 151st Street West, south of Maple) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new petition.

Background: On April 1, 2008, the City Council approved a petition to construct a sanitary sewer system for High Point West Addition. A new petition has been submitted to add two unplatted tracts to the improvement district and add a main benefit fee to the petition budget. The signatures on the petition represent 100% of the improvement district.

Analysis: The project provides sanitary sewer service for a new residential development located east of 151st Street West, south of Maple.

Financial Considerations: The existing petition totals \$90,000. The new petition totals \$115,964. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewer service required for new residential development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new petition, adopt the resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, petition and resolution.

First Published in the Wichita Eagle on September 25, 2009

RESOLUTION NO. 09-309

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 58, COWSKIN INTERCEPTOR SEWER, (EAST OF 151ST ST. WEST, SOUTH OF MAPLE) 468-84500 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 58, COWSKIN INTERCEPTOR SEWER, (EAST OF 151ST ST. WEST, SOUTH OF MAPLE) 468-84500 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 08-173 adopted on April 1, 2008 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Lateral 58, Cowskin Interceptor Sewer, (east of 151st St. West, south of Maple) 468-84500.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Ninety Thousand Dollars (\$90,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 16, 2008 exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Twenty-Five Thousand Nine Hundred Sixty-Four Dollars (\$25,964).

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

HIGH POINT WEST ADDITION
Lots 1 through 18 inclusive, Block 1
Lots 1 and 2, Block 2

TRACT A

Beginning at the Northeast corner of High Point West Addition; thence North 285 feet; thence West 600 feet more or less to the East line of 151st Street West; thence South 285 feet to the North line of High Point West Addition extended; thence East to the point of beginning.

TRACT B

Beginning at the Southeast corner of High Point West Addition; thence South 285 feet; thence West 600 feet more or less to the East line of 151st Street West; thence North 285 feet to the South line of High Point West Addition extended; thence East to the point of beginning.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 18 inclusive, Block 1 and Lots 1 and 2, Block 2, HIGH POINT WEST ADDITION, shall each pay 280/5890 of the total cost of the lateral sanitary sewer payable by the improvement district and 197/5890 of the above described fee for the existing sanitary sewer main.

That TRACT A, shall pay 10/5890 of the total cost of the lateral sanitary sewer, payable by the improvement district and 10/5890 of the above described fee for the existing sanitary sewer main.

That TRACT B, shall pay 280/5890 of the total cost of the lateral sanitary sewer, payable by the improvement district and 1940/5890 of the above described fee for the existing sanitary sewer main.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 22nd day of September, 2009.

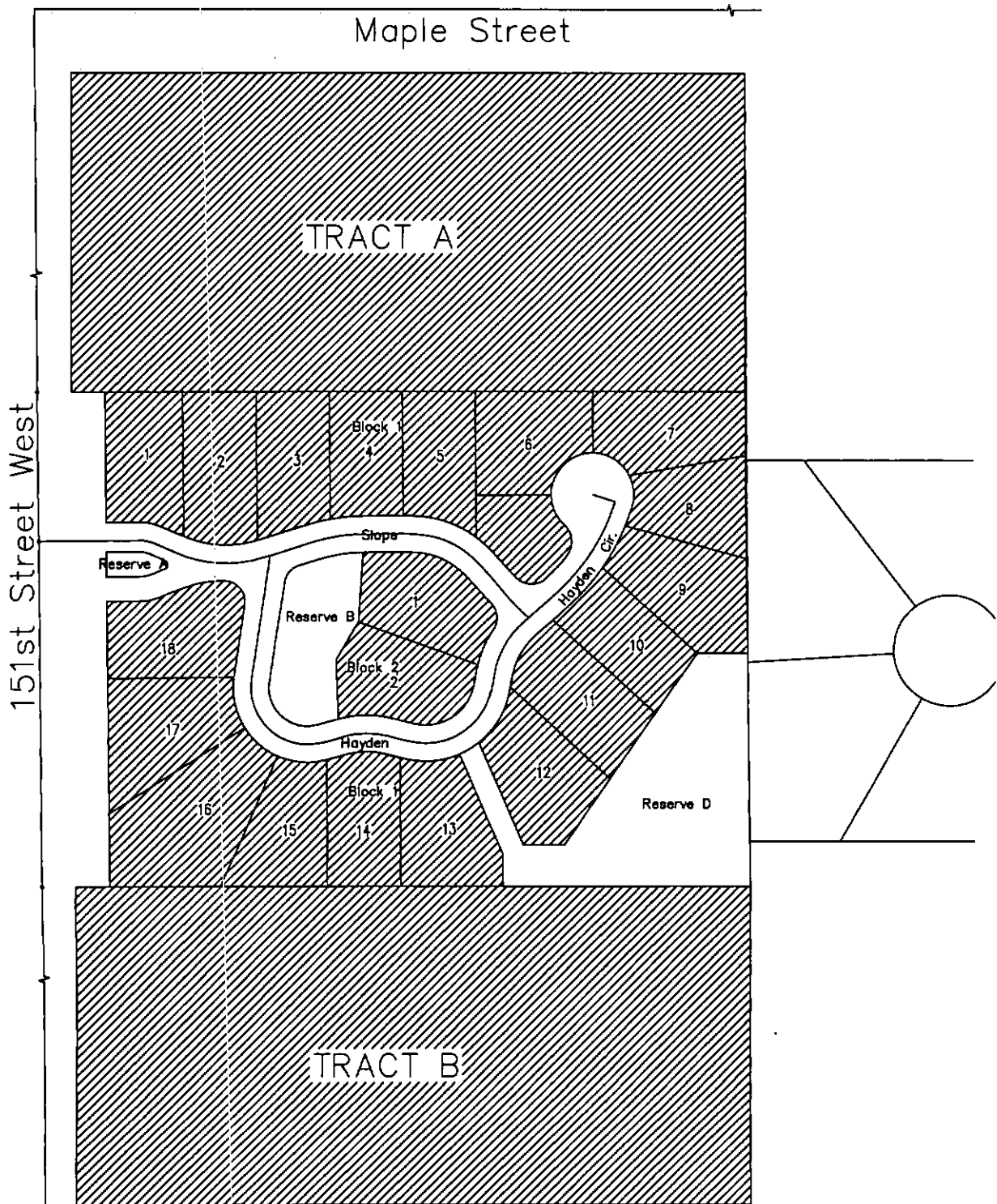
CARL BREWER, MAYOR

ATTEST:

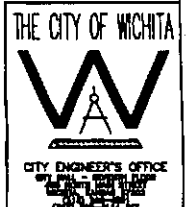
KAREN SUBLETT, CITY CLERK

(SEAL)

HIGH POINT WEST ADDITION



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



PROJECT AUTHORIZATION

CITY OF WICHITA


To Initiate Project

To Revise Project

	X
--	---

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 9/2/2009	4. Project Description & Location Sanitary Sewer for High Point West Addition and two unplatted tracts
5. CIP Project Number NI-200424	6. Accounting Number NI-200424	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER * TOTAL
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer		\$115,964	\$115,964
Sidewalk			
Water			
Other			
Totals		\$115,964	\$115,964
Total CIP Amount Budgeted			
Total Prelim. Estimate			

13. Recommendation:	Approve the Petition and Adopt the Resolution			
Division Head	Department Head	Budget Officer	City Manager	
				
				Date

7-11-10

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

HIGH POINT WEST ADDITION

Lots 1 through 18 inclusive, Block 1
Lots 1 and 2, Block 2

TRACT A

Beginning at the Northeast corner of High Point West Addition; thence North 285 feet; thence West 600 feet more or less to the East line of 151st Street West; thence South 285 feet to the North line of High Point West Addition extended; thence East to the point of beginning.

TRACT B

Beginning at the Southeast corner of High Point West Addition; thence South 285 feet; thence West 600 feet more or less to the East line of 151st Street West; thence North 285 feet to the South line of High Point West Addition extended; thence East to the point of beginning.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, said lateral sanitary sewer to connect to an existing sanitary sewer main.
- (b) That the estimated and probable cost **of the lateral sanitary sewer** is Ninety Thousand Dollars (\$90,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. [and 0 percent payable by the City-at-large]. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after April 16, 2009.

- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Twenty Five Thousand Nine Hundred Sixty Four Dollars (\$25,964.00).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee, shall be on a fractional basis:

That Lots 1 through 18 inclusive, Block 1 and Lots 1 and 2, Block 2, High Point West Addition, shall each pay 280/5890 of the total cost of the lateral sanitary sewer, payable by the improvement district and 197/5890 of the above described fee for the existing sanitary sewer main.

That Tract A, shall each pay 10/5890 of the total cost of the lateral sanitary sewer, payable by the improvement district and 10/5890 of the above described fee for the existing sanitary sewer main.

That Tract B, shall each pay 280/5890 of the total cost of the lateral sanitary sewer, payable by the improvement district and 1940/5890 of the above described fee for the existing sanitary sewer main.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis:

- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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IMPROVEMENT DISTRICT

High Point West Addition

Tract A

Lots 1 through 18 inclusive, Block 1
Lots 1 and 2, Block 2


David L. Niedens

T D Developments, LLC

Tract B



Tim Abbott, Managing Member



Betty Merrill

- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal; or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

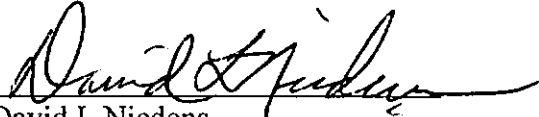
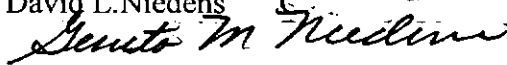
LEGAL DESCRIPTION	SIGNATURE	DATE
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IMPROVEMENT DISTRICT

High Point West Addition

Lots 1 through 18 inclusive, Block 1
Lots 1 and 2, Block 2

Tract A


David L. Niedens


T D Developments, LLC


Tim Abbott, Managing Member

Tract B

Betty Merrill

**City of Wichita
City Council Meeting
September 22, 2009**

TO: Mayor and City Council

SUBJECT: Street Paving Project in High Point West Addition (east of 151st Street West, south of Maple (District V))

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendations: Adopt the resolution.

Background: On April 1, 2008, the City Council approved a petition and adopted a resolution to pave Ridge Line, Ridge Line Court and Slope Streets in High Point West Addition. Ridge Line Street was subsequently renamed Hayden Street. A resolution has been prepared that contains the new street name.

Analysis: The project paved streets in a new residential addition located east of 151st Street West, south of Maple.

Financial Considerations: The approved project budget is unaffected.

Goal Impact: This project addressed the Efficient Infrastructure goal by paving streets in a new residential area.

Legal Considerations: State Statutes provide the City Council authority to modify a project description by resolution.

Recommendation/Actions: It is recommended that the City Council adopt the resolution and authorize the necessary signatures.

Attachments: Resolution.

First Published in the Wichita Eagle on September 25, 2009

RESOLUTION NO. 09-310

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON HAYDEN, HAYDEN CIRCLE AND SLOPE IN HIGH POINT WEST ADDITION (EAST OF 151ST ST. WEST, SOUTH OF MAPLE) 472-84705 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON HAYDEN, HAYDEN CIRCLE AND SLOPE IN HIGH POINT WEST ADDITION (EAST OF 151ST ST. WEST, SOUTH OF MAPLE) 472-84705 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 08-174 adopted on April 1, 2008 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Hayden, Hayden Circle and Slope in High Point West Addition (east of 151st St. west, south of Maple) 472-84705.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to Two Hundred Fifty Thousand Dollars (\$250,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 29, 2008 exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

HIGH POINT WEST ADDITION
Lots 1 through 18 inclusive, Block 1
Lots 1 and 2, Block 2

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 18 inclusive, Block 1, and Lots 1 and 2, Block 2, HIGH POINT WEST ADDITION, shall each pay 1/20 of the total cost payable by the improvements.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 22nd day of September, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

Following are easements and dedications for City Council on September 22, 2009

The following deeds and easements have been recorded:

Drainage Easement from Monarch Landing LLC, a Kansas limited liability company dated July 2, 2009 for a tract of land lying in Lots 18 and 19, Block 1, Monarch Landing Second Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 766229) No Cost to City

Public Utility Easement from Weng Choon Hing & Phey See Wolf dated July 29, 2009 for a tract of land lying in Lot 3, Fairlawn Acres, Sedgwick County, Kansas (OCA 744265) No Cost to City

Utility Easement from Regency Development Company, LLC dated August 20, 2009 for a tract of land lying in a portion of Lot 11, Block 1, Regency Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Utility Easement from Regency Park Development Company, LLC, dated August 20, 2009 for a tract of land lying in a portion of Lot 11, Block 1, Regency Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Waterline Easement from Regency Development Company, LLC dated August 20, 2009 for a tract of land lying in a portion of Lot 11, Block 1, Regency Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Utility Easement from Patricia R. Barnes dated September 8, 2008 for a tract of land lying in part of Lot 10, Riverside Acres Addition, Sedgwick County, Kansas (OCA 744172) No Cost to City

The following deeds and easements need to be recorded:

Easement from Maize 54, LLC dated August 4, 2009 for a tract of land lying in the SW ¼ Section 29, Township 27, Range 1 West of the 6th Principal Meridian, Sedgwick County, Kansas and in Lot 5, Verda Vista, Sedgwick County, Kansas (OCA 751483) No Cost to City

Easement from Wichita Towers, LLC and Maize 54, LLC dated August 12, 2009 for tracts of land lying in the SW ¼ Section 29, Township 27, Range 1 West of the 6th Principal Meridian, Sedgwick County, Kansas and in Lot 5, Verda Vista, Sedgwick County, Kansas (OCA 751483) No Cost to City

Access Easement from Wichita Towers, LLC and Maize 54, LLC dated August 4, 2009 for tracts of land lying in the SW ¼ Section 29, Township 27, Range 1 West of the 6th Principal Meridian, Sedgwick County, Kansas and in Lot 5, Verda Vista, Sedgwick County, Kansas (OCA 751483) No Cost to City

Waterline Easement from The City of Eastborough, a Municipal Corporation, dated July 28, 2009 for a tract of land lying Lot 1, Block L, Eastborough 3rd Addition, Sedgwick County, Kansas (OCA 636160) No Cost to City

City of Wichita
City Council Meeting
September 22, 2009

TO: Mayor and City Council

SUBJECT: Community Events - Midtown Citizens Historic Homes Walking Tour (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events procedure, the event promoter Bob Pickens, Midtown Citizens Association is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Midtown Citizens Historic Homes Walking Tour, October 10 & 11, 2009 9:00 am – 5:00 pm

- § Market Street, 19th Street North to 16th Street North.
- § Park Place, 19th Street North to 16th Street North.
- § Wellington Place, 18th Street North to 17th Street North.
- § 18th Street North, Market Street to Wellington Place.
- § 17th Street North, Market Street to Fairview.

Client will arrange to remove blockades as necessary to allow effected home owners and emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (2) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
September 22, 2009

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 2 parking lot design on the southwest corner of 21st & Broadway including storm water improvements (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 2.

Background: On December 15, 2005, the City entered into an agreement with Transystems to design intersection improvements to 21st & Broadway. The fee was \$127,950. On October 7, 2008, the City Council approved Supplemental No. 1 to design 21st Street from Market to Waco as well as designing improvements to convert Market and Park Place to two-way from 20th Street to 21st Street. The fee for Supplemental No. 1 was \$87,500.

Analysis: As part of the 21st Street and Broadway intersection project, the City acquired properties on the northwest and southwest corners to accommodate the intersection improvements. The North Market (NOMAR) site has been designed for the northwest corner. The southwest corner has been identified as an area to provide parking for the NOMAR site. Supplemental Agreement No. 2 has been prepared to design a parking lot on the southwest corner of 21st & Broadway and to design improvements to the storm water system from Market to Waco, including additional inlets to accommodate the runoff from the proposed parking lot and the NOMAR site. The fee for Supplemental No. 2 is \$23,050.

Financial Considerations: Transystems total fee including Supplemental No. 1 and No. 2 will be \$238,550. Funding is available within the existing budget for the 21st and Broadway intersection improvement.

Goal Impact: This project addresses the Efficient Infrastructure and Vibrant Downtown goals by improving the area around the Intrust Bank Arena.

Legal Considerations: Supplemental Agreement No. 2 has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 2 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 13, 2005
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
TRANSYSTEMS CORPORATION
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 13, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **21st STREET NORTH AND BROADWAY INTERSECTION** (Project No. 472 84295).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein);

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Additional Storm Sewer work and the Nomar Parking Site
(see Exhibit "A")

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this

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supplemental agreement shall be made on the basis of the lump sum fee specified below:

472 84295 \$23,050.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2009.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf
Gary Rebenstorf, Director of Law

TRANSYSTEMS CORPORATION

ATTEST:

Jeffrey R. Lackey
JEFFREY R. LACKEY, P.E.

Brett A. Letkowski
(Name and Title)
BRETT A. LETKOWSKI, PE
SENIOR VICE PRESIDENT

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TranSystems

245 North Waco
Suite 420
Wichita, KS 67202
Tel 316 303 0154
Fax 316 303 0156

www.transystems.com

August 26, 2009

Mr. Jim Armour, P.E.
City Engineer
City of Wichita, 7th Floor
455 N. Main
Wichita, KS 67202

Re: 21st St. and Broadway Ave. Intersection Supplemental Agreement (472-84295)

Dear Mr. Armour:

As discussed with Mr. Paul Gunzelman, we are submitting our costs associated with the additional items of work for the 21st Street and Broadway Avenue Intersection project. Below is a breakdown of tasks, staffing assignments and costs associated with these changes:

21st & Broadway Storm Sewer: The existing storm sewer system along 21st Street from Park Place to Waco Avenue will be upsized and replaced with the roadway improvements. Additional storm sewer inlets will also be added at 21st & Broadway and the Nomar Market Site.

- Design new storm sewer along 21st Street starting at Park Place matching into the existing 24" storm sewer at Fairview Avenue and continuing to Waco Avenue.
- All Existing manholes, storm sewer inlets and storm sewer pipe will be replaced along 21st Street between Park Place and Waco Avenue.
- An additional storm sewer inlet will be added to the Northwest corner of 21st & Broadway along the North leg.
- An additional storm sewer inlet will be added on Nomar Market Site on the Northwest corner of 21st & Broadway to pick up site drainage coming from the Northwest.
- An additional storm sewer inlet will be added to the Proposed Nomar Parking Site on the Southwest corner of 21st & Broadway.
- Add quantities to the Engineer's Probable Construction Cost and Quantity sheets.

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	Eng III	Eng II	Tech. III	Hours	Dollars
21st Street Storm Sewer					
Storm Sewer Design		50	70	120	\$ 9,500.00
Quantities			5	5	\$ 375.00
QA/QC	5			5	\$ 675.00
Total =					\$ 10,550.00

Nomar Parking Site: The Proposed Nomar Parking Site will be located on the Southwest corner of the 21st & Broadway intersection.

- Design site grading plan to match proposed grades of roadway improvements.
- Design site grading to complement site drainage plan that will drain site to the proposed drop inlet located in the Northeast corner of the lot.
- Design the proposed pavement markings for the Parking Site.
- Design landscaping and amenities along the proposed sidewalks on the North and the East sides of the Parking Site to complement the design of the Nomar Market Site.
- Design irrigation system for the proposed landscaping on the Parking Site.
- Design and layout lighting on the Parking Site.
- Add quantities to the Engineer's Probable Construction Cost and Quantity sheets.

	Eng III	Eng II	Survey Crew	Tech. III	Hours	Dollars
Nomar Parking Site						
Survey			25		25	\$ 2,500.00
Parking Site Design		20		30		\$ 3,950.00
Quantities				5	5	\$ 375.00
QA/QC	5				5	\$ 675.00
					Subtotal =	\$ 7,500.00
Law Kingdon						\$ 5,000.00
Total =						\$ 12,500.00

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1. The following information was obtained from the records of the Department of the Interior, Bureau of Land Management, regarding the land owned by the United States in the State of Nevada:

...the ...

...and the

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21st North and Broadway Avenue
August 26, 2009
Page 3

The additional work provided in this supplemental increases our contract by \$23,050.00 bringing TranSystems total design fee for this project to \$238,550.

Please review these documents and direct any comments to myself at your convenience.

Sincerely,

TranSystems Corporation

A handwritten signature in black ink, appearing to read "Brett Letkowski", written over a horizontal line.

By: Brett Letkowski, P.E.
Project Manager

Cc: Mr. Gary Janzen, PE, Design Engineer
Mr. Paul Gunzelman, PE, Traffic Engineer

City of Wichita
City Council Meeting
September 22, 2009

TO: Mayor and City Council

SUBJECT: Hold Harmless Agreement for Exchange Place LLC (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the hold harmless agreement.

Background: An agreement has been prepared to formally permit Exchange Place, LLC. to occupy and construct improvements on, over, and across a platted drainage easement described as being located in between Lots 120 and 122, Douglas street, Griffensteinn's Original Town Addition and waives all rights of action in law arising out of the encroachment into the easement. The improvement is the construction of a building into the alley way.

Analysis: The agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of said drainage structures lying within the drainage easements and from claims resulting from replacement or upgrade of drainage structures.

Financial Considerations: No cost to the City.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing for improvements desirable to new development.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the hold harmless agreement and authorize the necessary signatures.

Attachments: Hold harmless agreement.

HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this 6th day of August 2009, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND EXCHANGE PLACE, LLC, hereinafter called "OWNER"

WITNESSETH:

Whereas, the public has been granted a drainage easement 20 feet in width,

and

Whereas, Owner desires to occupy and construct improvements over the following described section of said easement, to wit: Adjacent and between Lots 120 and 122, Douglas Street, Griffensteinn's Original Town Addition, Wichita, Sedgwick County, Kansas,

hereinafter referred to as **Tract "A"** (see attached Survey).

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) The City hereby agrees to permit the Owner to occupy and construct improvements on, over and across the aforesaid drainage easement, and specifically waives any and all rights of action in law or equity against Owner, arising out of the Owner's occupancy and encroachment on and over said easement.
- (2) The Owner agrees that it will not begin construction of improvements, on, over and across the said easement without first obtaining the City's approval of any and all plans and specifications for such improvements.
- (3) In the event that a drainage or storm sewer line or other structure within the above described utility easement is planned or requires repair and/or maintenance and the same construction or repair is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A", the Owner shall be obligated to either (a) pay the costs to replace that portion of the structure within such encroachment; (b) remove the said encroachment and clear the said easement; or (c) pay the costs of tunneling under the encroachment to permit repair and/or maintenance of the structure.
- (4) The Owner agrees to protect and indemnify the City and adjacent property owners against any increased cost that may accrue to them due to the necessity of construction of greater distance to avoid connecting beneath any improvements that may be built on, over and across said easement. In the event the Owner fails to provide such indemnification, the Owner agrees that the City may assess

any cost incurred by it against the property of the Owner to Lot 122, 124 and 126, Griffensteinn's Original Town Addition, Wichita, Sedgwick County, Kansas. Such assessment shall be in the manner described in K.S.A. 12-6a 17, as amended from time to time.

- (5) The Owner agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said structure within Tract "A" and which injury and/or damage is caused by the presence of the encroachment into Tract "A". The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the structure within the above described easement.
- (6) This agreement may be terminated by the City upon failure of the Owner to comply with all of the terms of this agreement.
- (7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as the structure contemplated by this agreement is in existence.
- (8) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

EXCHANGE PLACE/LLC

Owner

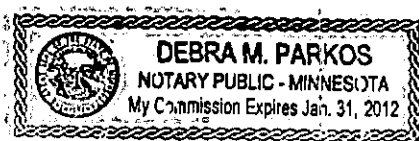
STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 6th day of August, 2009, before me, a Notary Public, in and fore said county and state, came Micahel Elzufon, to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

Notary Public

My Commission Expires: Jan 31, 2012



CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor
City

ATTEST:

City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of August, 2009, before me, a Notary Public, in and fore said county and state, came, Carl Brewer, Mayor of the City of Wichita, Kansas to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

Notary Public
My Commission Expires: _____

Approved as to Form

Director of Law

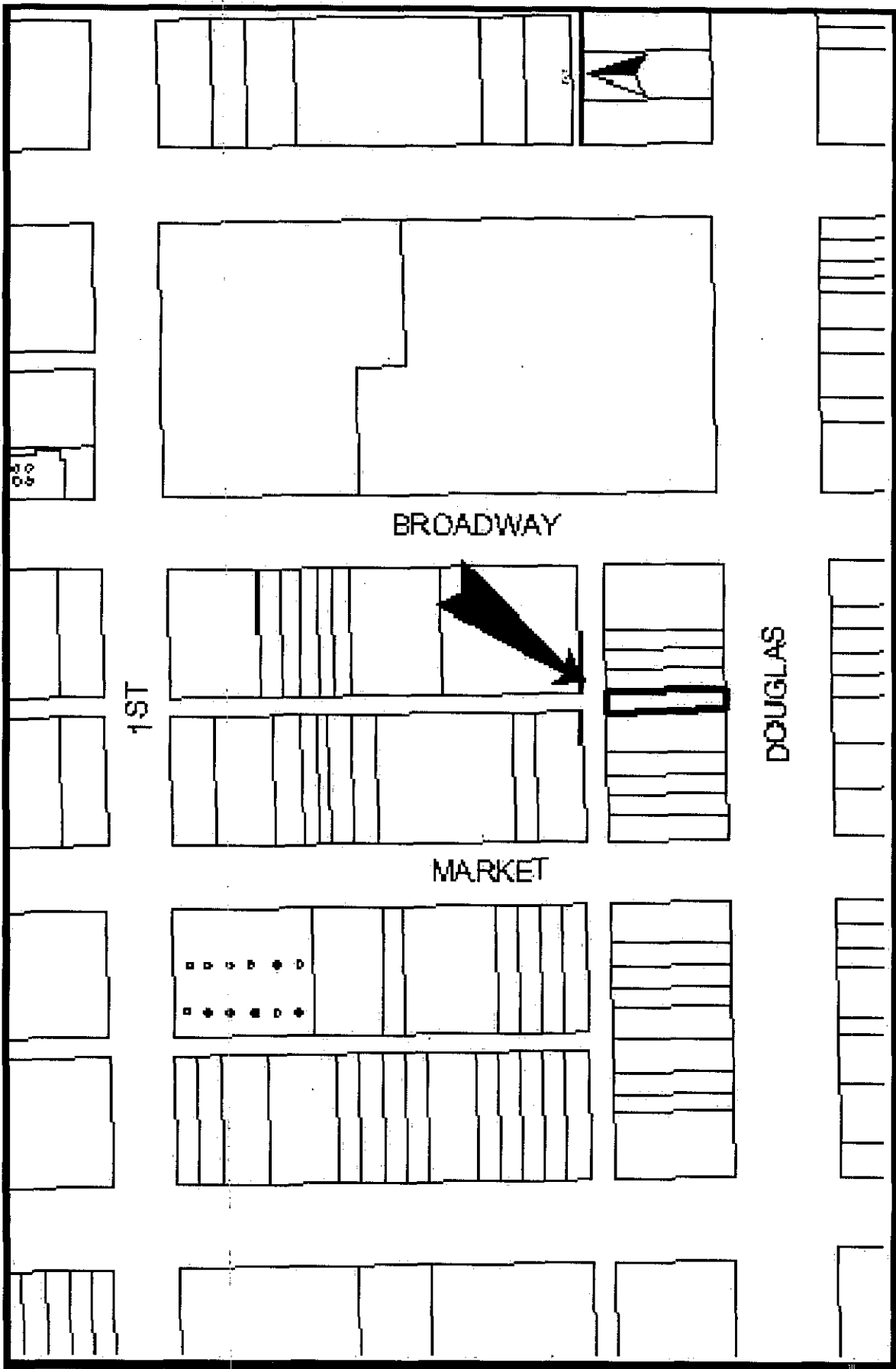
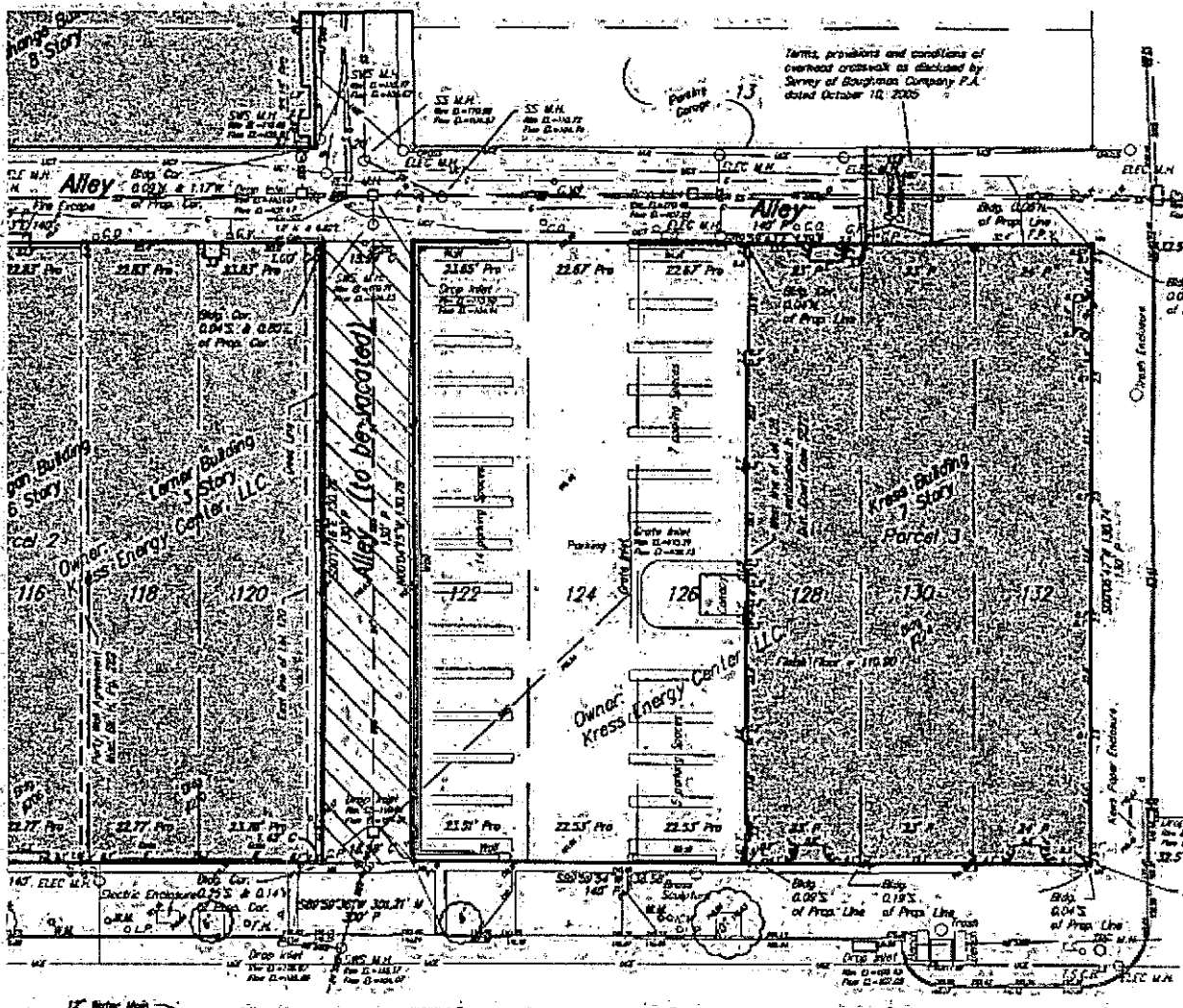
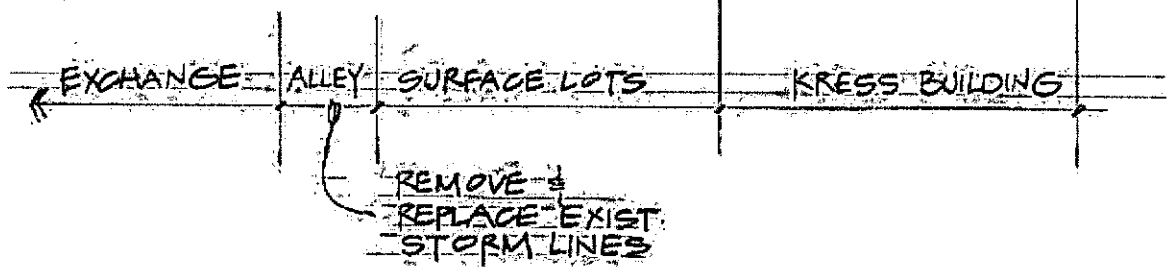


Exhibit A



Douglas Ave.



**City of Wichita
City Council Meeting
September 22, 2009**

TO: Mayor and City Council

SUBJECT: Agreement for Wichita Rail Grade Separation and Consolidation Study
(All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the agreement.

Background: With the Central Corridor project nearing completion, it is now time to start planning for the next rail project. Key to this study is getting all four active railroads: Burlington Northern SantaFe (BNSF), Union Pacific Railroad (UPRR), Kansas & Oklahoma (K&O) and Wichita Terminal Association (WTA) (railroads), to come to the table to develop a comprehensive Wichita Railroad Master Plan. This effort would also include looking for different funding sources; be it federal or state dollars, grants as part of Safe Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), negotiated dollars for the closing of at-grade crossings or possible federal economic stimulus programs.

The key stakeholders: City of Wichita, Kansas Department of Transportation (KDOT); Federal Highway Administration (FHWA); Federal Railroad Administration (FRA); Federal Transit Administration (FTA); state and federal representatives; Sedgwick County; Wichita Area Metropolitan Planning Organization (WAMPO); BNSF railway; UPRR; K&O Railroad; and Wichita Terminal Association/Wichita Union Terminal (WTA/WUT) railroad will need to work together to develop a master plan. The City of Wichita hosted a meeting in March 2008 that brought most of these key stakeholders together to initiate the development of a comprehensive Railroad Master Plan for the Wichita area. The next step is to initiate meetings with all the agencies and the four active railroads that operate in and around the Wichita area. These will be both one-on-one and group meetings to discuss the railroads current and future plans in and around the Wichita area from everyone's perspective; this will include multiple levels within the railroad's organization.

On April 21, 2009, the City Council approved a master plan study for future railroad improvements in the City, and authorized the Staff Screening and Selection Committee to select a consultant for the study. The study would concentrate on additional grade separation opportunities as well as possible consolidation.

Analysis: Highway-rail grade crossing projects should not just focus on the highway solution. Many times the safety, quality of life and congestion issues stem from railroad operational procedures or constraints. This issue was brought up very pointedly by the railroads at the meeting in March 2008, they want these projects to help their operations as well as create a highway solution. This study will focus on the entire Wichita metropolitan area and in particular focus on four topics and four key areas:

TOPIC 1: Identify physical and operational solutions with specific focus in these four areas:

AREA 1 – Southern area: south of Kellogg along both the BNSF and UPRR tracks.

AREA 2 – Northern area: from 17th Street to 37th Street along the BNSF, UPRR and WTA tracks.

AREA 3 – Northwest area: from K&O railroad yard, located along Orient Street from approximately Meridian to Seneca, to the northwest along the K & O Corridor.

AREA 4 – Southwest area: review the train route from the K&O rail yard to the southwest serving Vulcan Chemicals and other sites along this route.

TOPIC 2: Research different funding alternatives and presentation materials to go after funding sources.

TOPIC 3: Develop a plan for passenger rail to become eligible for FTA funds.

TranSystems will utilize the following five projects as a basis to initiate discussions with each stakeholder:

PROJECT 1 - Approximately 9 years ago, TranSystems developed concept plans for the Pawnee Avenue Underpass of BNSF grade separation project. This project included the grade separation of Pawnee and Hydraulic Avenues. This project could be extended to the north to just south of Lincoln Street. Bayley Street and Washington Street will be permanently closed; Harry Street, Mt. Vernon, Hydraulic and Pawnee will be grade separated. Further, additional alternatives to consider would include permanently closing Gilbert Street, grade separate the existing BNSF/UPRR south diamond, Lincoln Street and Washington Street and look at an alternative to realign the intersection of Hydraulic/Pawnee/ Southeast Boulevard. Up to two alternatives will be reviewed for this project.

PROJECT 2 - TranSystems will study the opportunities to determine if the UPRR can be moved into a Southern Rail Corridor to form a combined BNSF/UPRR railroad corridor that would begin at 15th Street north on the Central Corridor and extend through the south part of the City of Wichita. This effort will look at up to three locations where the UPRR could tie back to their existing mainline north of Haysville or down near Wellington, Ks. If this is possible, this could eliminate approximately 35 at-grade crossings as well as eliminate the City's need for a grade separation of Pawnee and UPRR crossing. Further, this would resolve the need for the replacement of the existing Broadway Bridge over the UPRR which could open up additional commercial land for potential development along Broadway.

PROJECT 3 - The Northern Rail Corridor Grade Separation Project will include reviewing the existing alternatives for realigning the existing BNSF and UPRR tracks and elevating 21st Street over the proposed track alignment. This would also include looking at alternatives for 25th and 29th Street crossings. 29th Street alternatives could include grade separating 29th Street and the BNSF tracks or relocating the BNSF switchyard from its current location sliding it south and east between 21st and 29th Streets. Up to three alternatives will be reviewed for this project.

PROJECT 4 - The Northwest Rail Corridor will look at relocating the corridor from its current alignment that passes through densely populated areas of west Wichita while determining a feasible route for relocation based on engineering, cost and operational characteristics. The project limits will consider the K&O Hutchinson Subdivision from the Wichita metropolitan area near K-96 in Maize, Kansas, to the K&O railroad yard. Re-routing this

line could eliminate approximately 38 at-grade crossings. Up to two alternatives will be reviewed for this project.

PROJECT 5 - The Southwest Rail Corridor will look at relocating the corridor from its current alignment that passes through the Bailey Street Rail Corridor and the densely populated areas of south Wichita while determining a feasible route for relocation based on engineering, cost and operational characteristics. Up to two alternate routes south of the City of Wichita will be reviewed.

On April 24, 2009, Purchasing received proposals in response to RFQ 930032 from professional engineering firms. The staff screening and selection committee shortened the list of respondents to 2 including TranSystems and Wilson & Company. After interviewing both firms on June 15, 2009, the staff screening and selection committee selected TranSystems as the firm to do the study based on their presentation, experience, and project approach. A scope of services and fee were negotiated, resulting in the attached agreement.

Financial Considerations: Payment to TranSystems for the agreement will be made on a lump sum basis of \$511,650, and will be paid by General Obligation funding (\$305,850) and a HUD (Housing and Urban Development) EDI (Economic Development Initiative) grant (\$205,800).

Goal Impact: This project addresses the Efficient Infrastructure goal by improving railroad traffic through Wichita.

Legal Considerations: The agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the signing of state/federal agreements as required.

Attachments: Agreement.

THIS AGREEMENT, made this _____ day of _____, 2009, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and TRANSYSTEMS CORPORATION, party of the second part, hereinafter called the "ENGINEER",

for

PROFESSIONAL SERVICES

between the CITY OF WICHITA, KANSAS, and TRANSYSTEMS CORPORATION, the parties hereto do mutually agree as follows:

THE CITY OF WICHITA, KANSAS, and TRANSYSTEMS CORPORATION, the parties hereto do mutually agree as follows:

and the CITY OF WICHITA, KANSAS, and TRANSYSTEMS CORPORATION, the parties hereto do mutually agree as follows:

TRANSYSTEMS CORPORATION, the parties hereto do mutually agree as follows:

for

WICHITA RAILROAD MASTER PLAN

THIS AGREEMENT, made this _____ day of _____, 2009, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and TRANSYSTEMS CORPORATION, party of the second part, hereinafter called the "ENGINEER",

WITNESSETH: That

WHEREAS, the CITY intends to construct, _____
WICHITA RAILROAD MASTER PLAN
(Project No. 472-84805)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for a Railroad Master Plan and to perform the PROJECT tasks outlined in Exhibit A:

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A);

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES;

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement;

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract;

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$20,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project

Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84805

\$511,650.00

Accumulated partial payments for the PROJECT shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY, along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf
Gary Rebenstorf, Director of Law

TRANSYSTEMS CORPORATION

Bret A. Letkouski
(Name & Title)

BRET A. LETKOUSKI, P.E.
SENIOR VICE PRESIDENT

ATTEST:

Jeffrey A. Lackey
JEFFREY A. LACKEY, P.E.
PROJECT MANAGER

EXHIBIT "A"**Scope of Services****Wichita Railroad Master Plan**

August 19, 2009

BACKGROUND

With the Central Corridor project nearing completion, it is now time to start planning for the next rail project. Key to this study is getting all four (4) active Railroads, BNSF, Union Pacific, K & O and Wichita Terminal Association (WTA) (Railroads), to come to the table to develop a comprehensive Wichita Railroad Master Plan. This effort would also include looking for different funding sources, be it federal or state dollars, grants as part of SAFETEA-LU, negotiated dollars for the closing of at-grade crossings or possible federal economic stimulus programs.

To put a comprehensive Railroad Master Plan together and discussing this approach with you, TranSystems will take the lead working with all of the key stakeholders: City of Wichita, Kansas Department of Transportation (KDOT); Federal Highway Administration (FHWA); Federal Railroad Administration (FRA); Federal Transit Administration (FTA); state and federal representatives; Sedgwick County; Wichita Area Metropolitan Planning Organization (WAMPO); BNSF Railway (BNSF); Union Pacific Railroad (UPRR); K&O Railroad (K&O); and Wichita Terminal Association/Wichita Union Terminal (WTA/WUT) railroad. The City of Wichita hosted a meeting in March 2008 that brought most of these key stakeholders together; TranSystems will use that initial meeting as the momentum to develop a comprehensive Railroad Master Plan for the Wichita area. This will be accomplished by going out and meeting with all the agencies and the four (4) active Railroads that operate in and around the Wichita area. These will be both one-on-one and group meetings to discuss the Railroads' current and future plans in and around the Wichita area from everyone's perspective; this will include multiple levels within the Railroad's organization.

Highway-rail grade crossing projects should not just focus on the highway solution. Many times the safety, quality of life and congestion issues stem from railroad operational procedures or constraints. This issue was brought up very pointedly by the Railroads at the meeting in March 2008, they want these projects to help their operations as well as create a highway solution. This study will focus on the entire Wichita Metropolitan Area and in particular focus on four (4) topics and four (4) key areas:

TOPIC 1: Identify physical and operational solutions with specific focus in these four (4) areas:

AREA 1 - Southern area: south of Kellogg along both the BNSF and UPRR tracks.

AREA 2 - Northern area: from 17th Street to 37th Street along the BNSF, UPRR and WTA tracks.

AREA 3 - Northwest area: from K&O Railroad Yard, located along Orient Street from approximately Meridian to Seneca, to the northwest along the K & O Corridor.

AREA 4 - Southwest area: review the train route from the K&O Rail yard to the southwest serving Vulcan Chemicals and other sites along this route.

TOPIC 2: Research different funding alternatives and presentation materials to go after funding sources.

TOPIC 3: Develop a plan for passenger rail to become eligible for FTA funds.

From our discussions with you, TranSystems will utilize the following five (5) projects as a basis to initiate discussions with each stakeholder:

- PROJECT 1 -** Approximately 9 years ago, TranSystems developed concept plans for the Pawnee Avenue Underpass of BNSF grade separation project. This project included the grade separation of Pawnee and Hydraulic Avenues. This project could be extended to the north to just south of Lincoln Street. Bayley Street and Washington Street will be permanently closed; Harry Street, Mt. Vernon, Hydraulic and Pawnee will be grade separated. Further, additional alternatives to consider would include permanently closing Gilbert Street, grade separate the existing BNSF/UPRR south diamond, Lincoln Street and Washington Street and look at an alternative to realign the intersection of Hydraulic/ Pawnee/ Southeast Boulevard. Up to two (2) alternatives will be reviewed for this project.
- PROJECT 2 -** TranSystems will study the opportunities to determine if the UPRR can be moved into a Southern Rail Corridor to form a combined BNSF/UPRR railroad corridor that would begin at 15th Street north on the Central Corridor and extend through the south part of the City of Wichita. This effort will look at up to three (3) locations where the UPRR could tie back to their existing mainline north of Haysville or down near Wellington, Ks. If this is possible, this could eliminate approximately 35 at-grade crossings as well as eliminate the City's need for a grade separation of Pawnee and UPRR crossing. Further, this would resolve the need for the replacement of the existing Broadway Bridge over the UPRR which could open up additional commercial land for potential development along Broadway.
- PROJECT 3 -** The Northern Rail Corridor Grade Separation Project will include reviewing the existing alternatives for realigning the existing BNSF and UPRR tracks and elevating 21st Street over the proposed track alignment. This would also include looking at alternatives for 25th and 29th Street crossings. 29th Street alternatives could include grade separating 29th Street and the BNSF tracks or relocating the BNSF switch yard from its current location sliding it south and east between 21st and 29th Streets. Up to three (3) alternatives will be reviewed for this project.
- PROJECT 4 -** The Northwest Rail Corridor will look at relocating the corridor from its current alignment that passes through densely populated areas of west Wichita while determining a feasible route for relocation based on engineering, cost and operational characteristics. The project limits will consider the K&O Hutchinson Subdivision from the Wichita metropolitan area near K-96 in Maize, Kansas, to the K&O railroad yard. Re-routing this line could eliminate approximately 38 at-grade crossings. Up to two (2) alternatives will be reviewed for this project.
- PROJECT 5 -** The Southwest Rail Corridor will look at relocating the corridor from its current alignment that passes through the Bailey Street Rail Corridor and the densely populated areas of south Wichita while determining a feasible route for relocation based on engineering, cost and operational characteristics. Up to two (2) alternate routes south of the City of Wichita will be reviewed.

GENERAL ACTIVITIES REQUIRED FOR ALL PROJECTS

1. This scope will include the development of a matrix evaluating the last five (5) studies:
 - Wichita/Sedgwick County Railroad Alternative Analysis (1998)
 - Wichita Railroad Grade Separation Program (1999)
 - 21st Street North Corridor Revitalization Plan (2004)
 - 21st Street North Overpass (2006)
 - WAMPO Railroad Crossing Plan (2007)

The projects associated with these studies will have a listing of the pro's and con's for the key areas relating to Feasibility Review, Traffic Circulation and Railroad operational and safety improvements.

2. This scope includes the development of the above mentioned twelve (12) alternatives to a schematic (5%) drawings as meetings with the Key stakeholders review the current alternatives as well as develop new or variations of existing alternatives. These alternatives will be shown on aerial photography.
3. The alternatives will show the existing and proposed right-of-way (R/W) lines compiled from as-built plans supplied by the City of Wichita, BNSF, UPRR, K & O Railroad and WTA. Other existing R/W location searches are not part of this project which include but not limited to title searches, tax maps, and other readily available information.
4. Import existing utility data compiled from utility owners based on phone calls and one (1) ULCC Meeting, no physical surveys are included as part of this project. Utility relocation plans are not included with this scope of services. If relocation plans are required, the design will be completed during the next phase.
5. Utilizing existing LIDAR contour mapping and USGS mapping, establish the horizontal and vertical geometry of the proposed roadways and railroads.
6. Develop typical sections for the required section of roadways and railroads. Develop probable limits of construction based on LIDAR contour mapping and USGS maps. Cross sections are not a part of this project.
7. Complete a concept level benefit/cost analysis for the above mentioned twelve (12) alternatives. Research different financing alternatives for the City.
8. Develop a plan for passenger rail service which could include future opportunities for hi-speed rail.
9. Evaluate the above mentioned twelve (12) alternatives using an objective criteria matrix.

PROJECT APPROACH

Data Collection – This will be completed for each corridor.

- Collect all information, including as-built plans, alignment concept plans, environmental reports, and geotechnical and pavement recommendation from stakeholders as available.
- Obtain all aerial mapping and any existing field survey from stakeholders as available.
- Obtain and analyze relevant existing data on the individual at-grade and grade separated highway-rail crossings and the overall transportation network. The data will include: US DOT Crossing Inventory from KDOT or FRA, relevant traffic data from KDOT and City, WAMPO's Railroad Crossing Plan database. No field visits are anticipated for this study.
- Obtain and analyze industry service information from all Railroads regarding location of industries served on these lines, type of product carried and frequency of service and terms of service.
- Obtain and analyze train volume, speed and schedule information from all Railroads.
- Obtain and analyze information on land use adjacent to the corridors utilizing the City and County's GIS data.
- Private utility information on the Railroads right-of-way will be gathered. Information on parallel and public utilities will also be investigated through their respective owners.
- Track charts will be reviewed for each corridor supplied by each railroad.

Coordination

- One of the key issues understood during the March 2008 meeting held with all stakeholders is the Railroads want to see improvements of their operations with the next project. It will be key to work with the Railroads

and other stakeholders to find those operational improvements to gain the Railroads support both in working to develop the next project and their financial support.

- Hold a Kick-Off Meeting with the City of Wichita, the objectives of this meeting will include but not be limited to the following:
 - Establish the Goals and Objectives of the City of Wichita and determine what their preferences are on the next project.
 - Review the matrix criteria to evaluate the existing alternatives discussed above.
 - Establish a point of contact and level of involvement with the one-on-one stakeholder meetings the City will want to be involved in.
 - Clarify the expectations of the schedule and deliverables for this project as identified in this scope of services.
- Prepare for and host one (1) introductory meeting with all stakeholders in Wichita, Kansas, where representatives from the City can provide information on train activity impacts as it relates to the overall study purpose. Goals of this first meeting include:
 - Introduce the City's desire to gain the input from all the stakeholders to create a Railroad Master Plan for the Wichita area that addresses the areas listed above to separate vehicle and railroad traffic as well as addresses railroad operations, including passenger rail.
 - Develop a list of contacts for each respective stakeholder as the main point of contact for this plan.
 - Develop a partnership with all stakeholders to get them engaged and be active throughout the process.
- Hold one-on-one meetings with each stakeholder to get their issues/concerns and thoughts as to what are most important to them such as; railroad operations hurdles, what safety improvements are highest on their list, what funding options are available and other issues they will address. It is assumed that a total of no more than six (6) one-on-one meetings will be held with each railroad and no more than three (3) one-on-one meetings with the other listed stakeholders through the life of this project. These one-on-one meetings are anticipated that at least half of the meetings will be in Wichita, Kansas and the other half at the stakeholder's office. These locations would be as follows: UPRR (Omaha and Kansas City); BNSF (Ft. Worth and Kansas City); WATCO (Pittsburg, Ks); WTA/WUT (Wichita).
- Public involvement will be critical to obtain local support from the citizens of Wichita. The TranSystems Team anticipates that the four (4) areas will be managed separately. Area's 1, 3 and 4 will be managed primarily through the District Advisory Board (DAB) and the District Councilmember. Area 2 had a public involvement process already established by PB on their 21st Street North Overpass Project. Our Team plans to continue the public involvement process that has already been established for this area. The following services will be provided as part of this task:
 - Area 1
 - i. Four (4) one-on-one meetings will be scheduled with the District Councilmember or their approved representative. These meetings will determine what business and/or neighborhood associations will need to be met with individually, establishing the Councilmember's goals for this study and recapping the results of the study.
 - ii. Sponsor two (2) lunch meetings with specific Business and/or Neighborhood associations as determined with the District Councilmember. These meeting are anticipated to be over the lunch hours (11:30a – 1:30p) with lunch provided to all attendees. We have assumed no more than 30 people will be in attendance for these meetings including City Staff and Consultants.
 - iii. There will be two (2) presentations given to the DAB with a total of four (4) presentation boards. The first presentation will introduce the Study and gather goals and desires that are of highest interest to the DAB and which business and/or neighborhood associations need to be involved in the study. The second presentation will recap the findings of the study.

➤ Area 2

- i. Re-establish the Advisory Committee PB developed during their 21st Street North Overpass Study.
- ii. Sponsor three (3) lunch meetings with the Advisory Committee. These meetings will update the Advisory Committee on the larger scope of the study which will encompass all four (4) study areas, review alternatives both new and previously presented, develop their desires for traffic movement and rail operations, recap the findings of the study. These meetings are anticipated to be over the lunch hours (11:30a – 1:30p) with lunch provided to all attendees. We have assumed no more than 30 people will be in attendance for these meetings including City Staff and Consultants.
- iii. There will be two (2) presentations given to the DAB with a total of four (4) presentation boards. The first presentation will introduce the Study and gather goals and desires that are of highest interest to the DAB and which business and/or neighborhood associations need to be involved in the study. The second presentation will recap the findings of the study.

➤ Area 3

- i. Four (4) one-on-one meetings will be scheduled with the District Councilmember or their approved representative. These meetings will determine what business and/or neighborhood associations will need to be met with individually, establishing the Councilmember's goals for this study and recapping the results of the study.
- ii. Sponsor two (2) lunch meetings with specific Business and/or Neighborhood associations as determined with the District Councilmember. These meetings are anticipated to be over the lunch hours (11:30a – 1:30p) with lunch provided to all attendees. We have assumed no more than 30 people will be in attendance for these meetings including City Staff and Consultants.
- iii. There will be two (2) presentations given to the DAB with a total of four (4) presentation boards. The first presentation will introduce the Study and gather goals and desires that are of highest interest to the DAB and which business and/or neighborhood associations need to be involved in the study. The second presentation will recap the findings of the study.

➤ Area 4

- i. Four (4) one-on-one meetings will be scheduled with the District Councilmember or their approved representative. These meetings will determine what business and/or neighborhood associations will need to be met with individually, establishing the Councilmember's goals for this study and recapping the results of the study.
 - ii. Sponsor two (2) lunch meetings with specific Business and/or Neighborhood associations as determined with the District Councilmember. These meetings are anticipated to be over the lunch hours (11:30a – 1:30p) with lunch provided to all attendees. We have assumed no more than 30 people will be in attendance for these meetings including City Staff and Consultants.
 - iii. There will be two (2) presentations given to the DAB with a total of four (4) presentation boards. The first presentation will introduce the Study and gather goals and desires that are of highest interest to the DAB and which business and/or neighborhood associations need to be involved in the study. The second presentation will recap the findings of the study.
- Prepare for and host one (1) summary meeting with all stakeholders in Wichita, Kansas, where representatives from the City can present their findings and gain consensus of a Railroad Master Plan, the potential sequence of construction, passenger rail options and funding alternatives.

Benefit/Cost Analysis

The purpose of a Benefit/Cost Analysis (BCA) is to determine the project alternative that would provide the greatest net benefit, by comparing the monetary value of benefits and costs of each alternative. The benefits and costs depend on the various elements of each alternative and how the alternative integrates with the transportation system. To complete a quantitative BCA, all costs and benefits will be translated into dollar values.

- Calculate benefits: The following Benefit Categories will be calculated in monetary terms, as data is available, for each alternative:
 - Travel time and vehicle operating cost savings: it is assumed that travel time and vehicle operating costs will decrease for all vehicles when at-grade highway-rail crossings are removed.
 - Safety impacts: annual number and cost of accidents related to at-grade highway rail crossings will be calculated.
 - Air Quality impacts: air quality should improve with the removal of idling vehicles at at-grade highway rail crossings and locations where locomotives idle.
 - Logistics cost savings: cost reductions attributed to improved railroad operations may be felt by shippers in some alternatives.
 - Long-term maintenance: pavement damage, installation of warning devices, etc could factor into savings in this category.
- Calculate costs: the probable construction cost estimate developed for each alternative will be used as cost. Operating and maintenance cost is assumed the responsibility of the railroad owner and will not be included in the analysis.
- Overall analysis: Two methods will be discussed with stakeholders to determine the best presentation of the BCA results: Only one method will be selected and calculated for the alternatives.
 - Net Present Value (NPV): the net present value is the discounted present value of benefits minus the discounted present value of the costs. The NPV is measured over the life-cycle of the alternative under consideration (50 years for this analysis). A NPV greater than zero indicates that the investment returns benefits in excess of costs.
 - Benefit-Cost Ratio: this is the total present value of benefits divided by the total present value of costs. A BCR greater than one means that a project is economically reasonable to undertake.
- Using the monetary value of benefits and costs of the projects (as available) from the BCA, a preliminary return on investment analysis using a calculated value for Internal Rate of Return will be done for each project alternative. It is important to note that the IRR will not be used to rate projects which are mutually exclusive but as a tool to aid in decision-making.

Financial Analysis

The financial analysis is concerned with how to fund the selected alternative(s) over its lifespan. A financial strategy will be developed that outlines adequacy of current and potential future funds to cover the cost of constructing the selected alternative. Some funding sources initially identified include:

- TIGER, ARRA, SAFETEA-LU (or the next reauthorization)
- Section 130, State and Local rail funds
- Railroad or private investment
- Innovative financing tools

The strategy will outline funding sources and amounts; application requirements; timelines for application and award; and an approach for contacting partners that will be integral to the successful award of funding.

Passenger Rail

In order for the City of Wichita to receive FTA funds, they must have passenger rail included in their Railroad Master Plan. Due to Wichita's location as it relates to the nearest service from Amtrak in Newton and Oklahoma City,

alternatives will be developed to include Wichita. Further, Kansas City and Oklahoma City both are on the ends of two (2) of the eight (8) approved high speed rail corridors, it would only be prudent to look at alternatives for developing a high speed route that would extend into Wichita.

Amtrak Study – Currently, KDOT and Amtrak are studying the feasibility of extending passenger rail service through Kansas. This could include extending the Northern Flyer from Oklahoma City north to Newton or develop a new route from Kansas City to Oklahoma City which could include stops in Wichita. Based on the findings of the current study being completed, we will develop a plan that would incorporate their findings. This plan could include the use of Amtrak's train bus to extend service to Newton. Up to three (3) alternatives will be developed and shown on aerials as part of our final report.

High Speed Rail – With the emphasis being placed on High Speed Rail (HSR) service by the current Obama administration, TranSystems Team will review alternatives to provide Wichita with High Speed rail service. Routes will be reviewed on both existing mainline rail and abandoned mainlines. Up to three (3) alternatives will be developed and shown on aerials as part of our final report.

Tasks

1. **Data Collection – Passenger Rail**
The team will obtain data regarding existing passenger rail service in the state and region, review the KDOT/Amtrak study findings, examine HSR approved corridors and seek other previously completed studies on similar matters for the region. On time performance and ridership data for Amtrak routes in the region will also be sought.
2. **Data Collection – Potential Market Demand (existing conditions)**
Information providing an indication of the potential passenger rail market (assuming year 2009) will be gathered including deplaning data for key air routes or respective airports, ADT data for key interstate highways, and ridership data for intercity bus routes. Potential passenger rail ridership demand would be extracted from these input variables.
3. **Data Collection – Freight Congestion**
A preliminary review of existing freight congestion and available capacity on key potential passenger rail routes will be summarized. The availability of capacity identified in this section will be critical in determining the ability to provide and how much passenger rail service could be provided without requiring substantial capital improvements to track infrastructure.
4. **Conventional Intercity Rail Plan Development**
 - a. Three passenger rail alternatives will be studied on aerial route maps utilizing GIS software applications. The most reasonable and likely candidate of these three alternatives would be advanced to a further degree of evaluation as described below.
 - b. The selected passenger rail service plan candidate will be further analyzed including a concept schedule, possible station locations, a range of capital investment likely required, and a conceptual annual operating cost range. A narrative describing potential ridership and existing freight capacity on the selected candidate corridor will be developed.
 - c. Additional review of a "Train Bus" will also be undertaken with similar attributes evaluated including schedule, possible station locations, a range of capital investment likely required, and a conceptual annual operating cost range.
5. **High Speed Rail (HSR) Considerations**
A high level review will be conducted of the possibility of HSR operation through Wichita. Data obtained will include the approved HSR routes and route maps. Studying and quantifying typical demand that supports HSR per population centers, distances, travel times, and urban congestion. A narrative identifying additional supporting infrastructure and market conditions typically in place leading to HSR will be developed to cover topics such as density of town centers, multimodal public transit connections, existing

- intercity highway congestion, and airport delays. Three possible HSR routes will be identified utilizing GIS aerial mapping.

Deliverables

- A report summarizing FTA funding environments, the potential intercity rail plan, opportunities and constraints and future evaluation steps likely to be accomplished.
- A report summarizing the possibility of HSR operating through Wichita.
- Six GIS aerial route maps as described above.

Project Prioritization: Objective Criteria Matrix:

- Prioritization of the Projects will be accomplished using a weighted ranking method based on financial, institutional and technical feasibility. We will initially review the projects at a high-level to ensure that they meet the financial constraints posed by available funding, meet institutional needs of the community and are technically feasible by engineering standards.
- Once the Projects pass the initial review, we will work with the City to develop objective (measurable) criteria based on the three categories (financial, institutional and technical) to prioritize the project (i.e. reduction in blocked crossing time, overall project cost, acres or numbers of properties impacted). Up to fifteen (15) criteria will be evaluated.
- Criteria weights will be developed with Stakeholder input.
- A matrix of weighted criteria and the Projects will be developed to analyze each Project.
- A final prioritized list of Projects will result from summing the scores displayed in the matrix.

Deliverables

- A report summarizing the data collected, recommendations and other alternatives for each project area and a recommendation for the next rail project.
- Concept plans for up to six (6) projects will be developed. Concept plans shall include the following:
 - a. Title sheet
 - b. Typical section sheets (Type, Size and Location for Bridges are not included at this level)
 - c. Plan/profile sheets (shown on aerial)
 - d. Construction Phasing Sheets
 - e. Probable Construction Costs
- Develop a Program for Rail Improvements that would include the six (6) concept projects and their timelines for the following:
 - a. Design
 - b. Construction
 - c. Funding applications

SCHEDULE

We understand that the Railroad Master Plan is of high importance for the City of Wichita to move forward with future development and budgeting. TranSystems will provide our services on a schedule that is mutually agreeable between the City of Wichita and TranSystems and that is consistent with project requirements. TranSystems assumes the project study would last between six (6) and nine (9) months depending on scheduling and response time from all key stakeholders involved.

EXHIBIT "B"

August 19, 2009

Phase	Task	Subtask	E1	E2	E3	E4	E5	E6	E7	E8	E9	E10	E11	E12	E13	E14	E15	E16	E17	E18	E19	E20	E21	E22	E23	E24	E25	E26	E27	E28	E29	E30	E31	E32	E33	E34	E35	E36	E37	E38	E39	E40	E41	E42	E43	E44	E45	E46	E47	E48	E49	E50	E51	E52	E53	E54	E55	E56	E57	E58	E59	E60	E61	E62	E63	E64	E65	E66	E67	E68	E69	E70	E71	E72	E73	E74	E75	E76	E77	E78	E79	E80	E81	E82	E83	E84	E85	E86	E87	E88	E89	E90	E91	E92	E93	E94	E95	E96	E97	E98	E99	E100	E101	E102	E103	E104	E105	E106	E107	E108	E109	E110	E111	E112	E113	E114	E115	E116	E117	E118	E119	E120	E121	E122	E123	E124	E125	E126	E127	E128	E129	E130	E131	E132	E133	E134	E135	E136	E137	E138	E139	E140	E141	E142	E143	E144	E145	E146	E147	E148	E149	E150	E151	E152	E153	E154	E155	E156	E157	E158	E159	E160	E161	E162	E163	E164	E165	E166	E167	E168	E169	E170	E171	E172	E173	E174	E175	E176	E177	E178	E179	E180	E181	E182	E183	E184	E185	E186	E187	E188	E189	E190	E191	E192	E193	E194	E195	E196	E197	E198	E199	E200	E201	E202	E203	E204	E205	E206	E207	E208	E209	E210	E211	E212	E213	E214	E215	E216	E217	E218	E219	E220	E221	E222	E223	E224	E225	E226	E227	E228	E229	E230	E231	E232	E233	E234	E235	E236	E237	E238	E239	E240	E241	E242	E243	E244	E245	E246	E247	E248	E249	E250	E251	E252	E253	E254	E255	E256	E257	E258	E259	E260	E261	E262	E263	E264	E265	E266	E267	E268	E269	E270	E271	E272	E273	E274	E275	E276	E277	E278	E279	E280	E281	E282	E283	E284	E285	E286	E287	E288	E289	E290	E291	E292	E293	E294	E295	E296	E297	E298	E299	E300	E301	E302	E303	E304	E305	E306	E307	E308	E309	E310	E311	E312	E313	E314	E315	E316	E317	E318	E319	E320	E321	E322	E323	E324	E325	E326	E327	E328	E329	E330	E331	E332	E333	E334	E335	E336	E337	E338	E339	E340	E341	E342	E343	E344	E345	E346	E347	E348	E349	E350	E351	E352	E353	E354	E355	E356	E357	E358	E359	E360	E361	E362	E363	E364	E365	E366	E367	E368	E369	E370	E371	E372	E373	E374	E375	E376	E377	E378	E379	E380	E381	E382	E383	E384	E385	E386	E387	E388	E389	E390	E391	E392	E393	E394	E395	E396	E397	E398	E399	E400	E401	E402	E403	E404	E405	E406	E407	E408	E409	E410	E411	E412	E413	E414	E415	E416	E417	E418	E419	E420	E421	E422	E423	E424	E425	E426	E427	E428	E429	E430	E431	E432	E433	E434	E435	E436	E437	E438	E439	E440	E441	E442	E443	E444	E445	E446	E447	E448	E449	E450	E451	E452	E453	E454	E455	E456	E457	E458	E459	E460	E461	E462	E463	E464	E465	E466	E467	E468	E469	E470	E471	E472	E473	E474	E475	E476	E477	E478	E479	E480	E481	E482	E483	E484	E485	E486	E487	E488	E489	E490	E491	E492	E493	E494	E495	E496	E497	E498	E499	E500	E501	E502	E503	E504	E505	E506	E507	E508	E509	E510	E511	E512	E513	E514	E515	E516	E517	E518	E519	E520	E521	E522	E523	E524	E525	E526	E527	E528	E529	E530	E531	E532	E533	E534	E535	E536	E537	E538	E539	E540	E541	E542	E543	E544	E545	E546	E547	E548	E549	E550	E551	E552	E553	E554	E555	E556	E557	E558	E559	E560	E561	E562	E563	E564	E565	E566	E567	E568	E569	E570	E571	E572	E573	E574	E575	E576	E577	E578	E579	E580	E581	E582	E583	E584	E585	E586	E587	E588	E589	E590	E591	E592	E593	E594	E595	E596	E597	E598	E599	E600	E601	E602	E603	E604	E605	E606	E607	E608	E609	E610	E611	E612	E613	E614	E615	E616	E617	E618	E619	E620	E621	E622	E623	E624	E625	E626	E627	E628	E629	E630	E631	E632	E633	E634	E635	E636	E637	E638	E639	E640	E641	E642	E643	E644	E645	E646	E647	E648	E649	E650	E651	E652	E653	E654	E655	E656	E657	E658	E659	E660	E661	E662	E663	E664	E665	E666	E667	E668	E669	E670	E671	E672	E673	E674	E675	E676	E677	E678	E679	E680	E681	E682	E683	E684	E685	E686	E687	E688	E689	E690	E691	E692	E693	E694	E695	E696	E697	E698	E699	E700	E701	E702	E703	E704	E705	E706	E707	E708	E709	E710	E711	E712	E713	E714	E715	E716	E717	E718	E719	E720	E721	E722	E723	E724	E725	E726	E727	E728	E729	E730	E731	E732	E733	E734	E735	E736	E737	E738	E739	E740	E741	E742	E743	E744	E745	E746	E747	E748	E749	E750	E751	E752	E753	E754	E755	E756	E757	E758	E759	E760	E761	E762	E763	E764	E765	E766	E767	E768	E769	E770	E771	E772	E773	E774	E775	E776	E777	E778	E779	E780	E781	E782	E783	E784	E785	E786	E787	E788	E789	E790	E791	E792	E793	E794	E795	E796	E797	E798	E799	E800	E801	E802	E803	E804	E805	E806	E807	E808	E809	E810	E811	E812	E813	E814	E815	E816	E817	E818	E819	E820	E821	E822	E823	E824	E825	E826	E827	E828	E829	E830	E831	E832	E833	E834	E835	E836	E837	E838	E839	E840	E841	E842	E843	E844	E845	E846	E847	E848	E849	E850	E851	E852	E853	E854	E855	E856	E857	E858	E859	E860	E861	E862	E863	E864	E865	E866	E867	E868	E869	E870	E871	E872	E873	E874	E875	E876	E877	E878	E879	E880	E881	E882	E883	E884	E885	E886	E887	E888	E889	E890	E891	E892	E893	E894	E895	E896	E897	E898	E899	E900	E901	E902	E903	E904	E905	E906	E907	E908	E909	E910	E911	E912	E913	E914	E915	E916	E917	E918	E919	E920	E921	E922	E923	E924	E925	E926	E927	E928	E929	E930	E931	E932	E933	E934	E935	E936	E937	E938	E939	E940	E941	E942	E943	E944	E945	E946	E947	E948	E949	E950	E951	E952	E953	E954	E955	E956	E957	E958	E959	E960	E961	E962	E963	E964	E965	E966	E967	E968	E969	E970	E971	E972	E973	E974	E975	E976	E977	E978	E979	E980	E981	E982	E983	E984	E985	E986	E987	E988	E989	E990	E991	E992	E993	E994	E995	E996	E997	E998	E999	E1000	E1001	E1002	E1003	E1004	E1005	E1006	E1007	E1008	E1009	E1010	E1011	E1012	E1013	E1014	E101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**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be

- canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

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1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

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**City of Wichita
City Council Meeting
September 22, 2009**

TO: Mayor and City Council

SUBJECT: Relocation of Southern Star Pipe Line along Meridian, between 31st Street South
47th Street South (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On June 9, 2009 the City Council approved a project to improve Meridian, 31st Street South to 47th Street South. A portion of the necessary work requires adjustment and extension of Southern Star Pipe Line vent casing pipes located in Meridian road right-of-way. Southern Star is currently located in a prior existing private easement; current road right-of-way overlays this private easement. It is the responsibility of the City of Wichita to pay the costs of this utility's relocation due to the presence of the original easement. An agreement has been created which authorizes Southern Star Pipe Line to relocate the necessary structures for an estimated cost of \$12,740.65. Should the actual costs exceed the estimated cost the City of Wichita will be responsible for additional actual reasonable costs. In the event additional actual reasonable costs are incurred, those costs will be reviewed and verified by Engineering Staff and submitted to City Council for approval.

Analysis: Estimated cost to relocate Southern Star Pipe Line vent casing pipes is \$12,740.65. An agreement has been prepared to authorize this expenditure.

Financial Considerations: Funds are available in the project to provide for utility relocation costs. The funding source is General Obligation bonds.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by improving an important transportation route.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Reimbursement and encroachment agreement.

Tract # 29061 & 29054
City of Wichita, Kansas

Line: TGC

REIMBURSEMENT AND ENCROACHMENT AGREEMENT

THIS AGREEMENT, entered into by and between **Southern Star Central Gas Pipeline, Inc.**, formerly Williams Gas Pipelines Central, Inc., Williams Natural Gas Company, Northwest Central Pipeline Corporation and Cities Service Gas Company, a Delaware corporation with its principal place of business being P.O. Box 20010, Owensboro, Kentucky, hereinafter referred to as "Company" and the **City of Wichita**, Sedgwick County, Kansas, a Kansas Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, Company is the owner of a 20 inch natural gas pipeline and easements therefore covering the North Half of the Southeast Quarter, (N/2 SE/4), Section 13, Township 28 South, Range 1 West, according to a certain Right of Way Contract dated May 10, 1927, and recorded in Misc. Book 41 on Page 566, recorded May 27, 1927 and a pipeline easement covering the Northeast Quarter of the Southeast Quarter, (NE/4 of SE/4), Section 13, Township 28 South, Range 1 West, as modified by agreement dated May 18, 1979, and recorded FLM 369 on page 855, recorded June 12, 1979, and easement therefore for the North 50 feet of the North Half of the Southwest Quarter, (N/2 of SW/4), of Section 18, Township 28 South, Range 1 East, except the east 20 acres thereof dated June 7, 1967 in Book 603 Misc., Page 123, recorded on July 17, 1967, all in the Register of Deeds Office, Sedgwick City, Kansas; and,

WHEREAS, the City is the owner of the South Meridian Street right of way located in the Northeast Quarter of Southeast Quarter, (NE/4, SE/4), of Section 13 Township 28 South, Range 1 West; and Northwest Quarter of the Southwest Quarter, (NW/4 of SW/4) of Section 18, Township 28 South, Range 1 East, Sedgwick City, Kansas, and,

WHEREAS, the City proposes to develop and widen South Meridian Street right of way to 100 feet and install curb and gutter street, water line, sewer

line and sidewalks, in such a manner as to conflict, interfere with, and encroach on, Company's easement rights; and

WHEREAS, the City has requested that Company lower and extend its casing vent pipe on both sides of Meridian Street at the sole cost and expense of the City, to accommodate the proposed changes to the South Meridian Street; as referenced to drawings for storm water sewer plan and profile SWS Line 1 - Sta. 18+75.00 to Sta. 23+88.66 and waterline plan profile water line 1 and water line 1a, dated January 2009 prepared by Baughman company, P.A.

WHEREAS, under the terms of this agreement Company is willing to permit street improvements, storm sewer crossing, and water line crossing installation across Right of Way at Meridian Street, under the following terms and conditions,

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, Company and the City agree as follows:

1. Under the terms of this Agreement, Company will lower and extend its 4-inch casing vent pipe across South Meridian Street, beginning approximately 30' from center line of Meridian Street and extending approximately 50' to the edge of the new City right of way on the east and west side of road. Thus to allow widening of South Meridian Street. The City has also agreed to install proposed water line below existing 20" Company's pipeline with 24" of clearance, a storm sewer below existing 20" Company's pipeline with an 18" clearance below company pipeline.
2. City agrees to presently pay Company for 100% of the estimated cost incurred for adjusting and extending its existing vent casing pipe. The estimated cost for said work is \$12,740.65.; cash in hand paid, the receipt of which is hereby acknowledged by Company. A copy of the detail cost estimate is marked as Exhibit "A" and is attached hereto and made part hereof by reference. Payment shall be made to: Southern Star Central Gas Pipeline Inc., Attn: Diane Bowers, P.O. Box 20010, Owensboro, KY. 42304.
3. The parties hereto acknowledge that the actual reasonable costs of the adjustment and replacement work may be greater or less than the estimate costs. Upon completion of said work, all reasonable costs incurred which are associated with said work by Southern Star forces and/or by a contractor will be determined by Southern Star accounting personnel. Should said actual costs be less than the above-estimated amount, Company will rebate the difference between the actual reasonable cost and the above-estimated costs of \$12,740.65 to City. In the event actual reasonable cost exceeds the estimated costs, City will be invoiced accordingly.

4. City shall be permitted to have an inspector present at all times during the adjustment and replacement work performed on Company's pipeline.
5. In the event the actual reasonable costs incurred for the work performed to adjust and extend Company's vent casing pipes exceeds the estimated amount as stated in the above paragraph No. 3, Company will forward an itemized invoice to City reflecting the amount equal to 100% of the actual reasonable costs incurred above the estimated amount, as stated in the above paragraph No.3, and Company agrees that said invoice will be paid within thirty (30) days of receipt of same. The City agrees to pay all actual costs other than those which may be arbitrary or capricious.
6. Company shall have the right to stop its relocation work, without obligation or liability, in the event the City fails to make additional advances as requested by Company.
7. In the event the City, for whatever reason, requires additional work to be done or material to be used by Company not contemplated by or included in Company's estimate attached hereto, the City agrees to pay Company all reasonable additional direct and indirect costs incurred by Company to satisfy such additional requirements made by the City.
8. Subject to natural gas throughput commitments Company will endeavor to commence performance of the work contemplated by this Agreement as soon as reasonably possible, provided that Company shall not be obligated to commence or continue performance of the work in the event, in Company's opinion, weather conditions or an event of force nature prevents such work from being performed by Company or its contractor. In no event shall Company be liable for any consequential or incidental damages to the City or any other person or entity, including, without limitation, any third party beneficiary.
9. It is also agreed that the City shall notify Company at least 48 hours prior to commencing any work on Company's easement by calling the Kansas One-Call System at 1 800 344-7233.
10. The parties agree to indemnify, save and defend each other and any parent and affiliates and the employees, officers, directors and agents thereof, harmless from and against any loss, cost or expense incurred by the other party, including without limitation losses resulting from claims for damages to property or injuries to or deaths of persons, judgments, or are claimed to have arisen out of the construction, operations of the acting party, its contractors and subcontractors, on the Company easement described above.

11. The City acknowledges that the natural gas pipeline is cathodically protected and hereby relieves Company of any liability for damage to any encroachments that currently exist, or that may exist in the future, due to said cathodic protection.
12. The terms of this agreement shall constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto, or their successors and assigns. The obligations of both parties here in shall survive the termination of this agreement.
13. Prior to commencement of construction of the facilities described herein, City will contractually require for the Company to be added as an additional insured to the contractor's policy and shall provide Company certificates of insurance expressly naming Southern Star Central Gas Pipeline, Inc. as an additional insured and evidencing coverage in the amount of one million dollars (\$1,000,000.00) general liability, and one million dollars (\$1,000,000.00) auto liability, and one million dollars (\$1,000,000.00) workers compensation and employers liability insurance for the construction of the facilities described herein, and containing thirty (30) days prior written notice of cancellation.
14. The City hereby agrees that if in the future it becomes necessary to relocate, encroach upon or develop in the vicinity of Company's pipeline, any reimbursement shall be calculated using a 66-foot right-of-way width. The City of Wichita agrees to maintain at least a 24" clearance of all pipes and utilities placed over or below the SSCGP pipeline and a 60" minimum clearance for all utilities that are bored under SSCGP right-of-way. Refer to SSCGP encroachment specifications attached drawings STD-ENC-PX-FP, and bored crossings STD-ENC-X-BU..

Invoices for work completed under this agreement shall be sent to the City of Wichita, KS. at the following address:

Attn. Leslie Hicks, Engineer 7th Floor, City of Wichita 455 N. Main, Wichita, KS 67202

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year indicated below our signatures.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

Robert S. Bahnick, Sr. Vice-President
Operations and Technical Services

Date: _____

THE CITY OF WICHITA KANSAS
BY ACTION OF THE CITY COUNCIL

By: _____
Carl Brewer, Mayor

Date: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this _____ day of _____, 2009, personally appeared Robert S. Bahnick, who being by me duly sworn, did say that he is the Senior Vice President, Operations and Technical Services of Southern Star Central Gas Pipeline, Inc., a corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Robert S. Bahnick acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Notary Public

My Commission Expires _____, 20____.

CORPORATE ACKNOWLEDGEMENT

STATE OF KANSAS

COUNTY OF SEDGWICK

Before me, the undersigned, a Notary Public duly commissioned in and for the city and state aforesaid, on this _____ day of _____, 2009, personally appeared, Carl Brewer, who being duly sworn, did say that he is the Mayor of the City of Wichita, Kansas, a Kansas Municipal Corporation, and that said instrument was signed on behalf of said city by authority of its City Council, said Carl Brewer, acknowledged said instrument to be the free act and deed of said City.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said city and state the day and year above written.

Notary Public

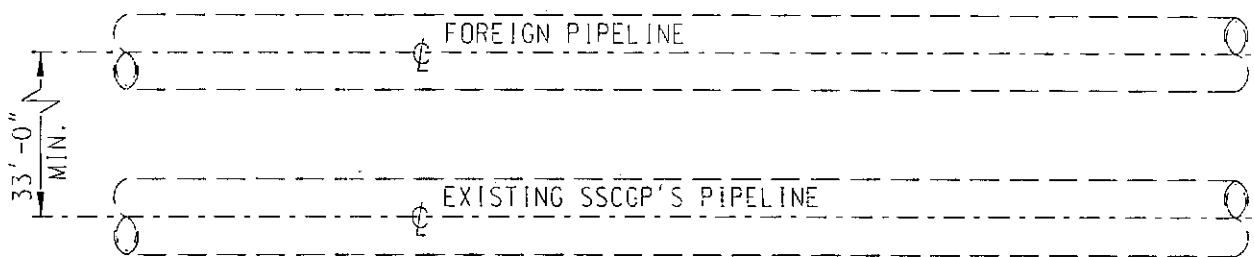
My Commission Expires: _____, 20____.

Estimate for Meridian Road Improvement Project (Exhibit A)

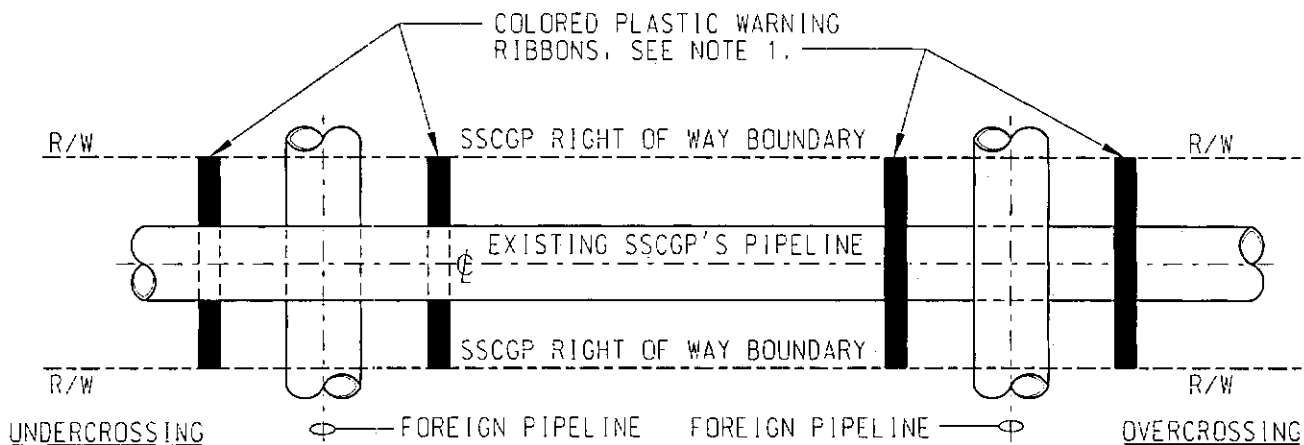
3/12/2009

This job is to extend casing vent piping and move pipeline markers off of expanded road right of way.
SSCGP proposes to do this work with Wichita District labor and equipment.

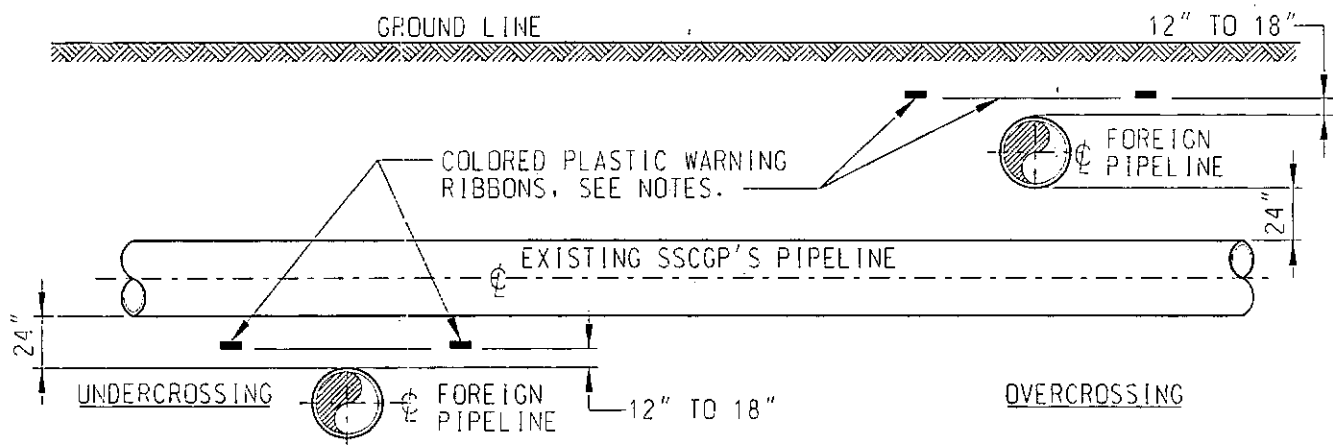
Qty.	Unit	Description	Unit Cost	Extended Cost
Land Damages				
		West Side-fence, sod, misc damage	\$	2,200.00
		East Side-rebuild fence	\$	500.00
		Sub-total Land damages	\$	2,700.00
Materials				
40	FT	Coating Pipe, 4" FBE coated	13.00	200.00
		Sub-total Materials	\$	520.00
Company labor				
20	hours	Hwy. Equip. Specialist	65.00	1,300.00
14	hours	(1) Land Agent	75.00	300.00
16	hours	(1) Admin. Coord.	65.00	1,040.00
4	hours	(1) Engineer	85.00	340.00
8	hours	(1) Corrosion Tech	65.00	520.00
10	hours	(1) Welder	65.00	650.00
40	hours	(2) Operations Specialists	65.00	2,600.00
		Sub-total Labor	\$	6,750.00
Vehicles & Equipment				
1	day	trackhoe rental	\$	500.00
10	hours	backhoe	30.00	300.00
10	hours	welding machine	35.00	350.00
25	miles	(5) 1/2 ton pickup	0.75	18.75
5	miles	(1) welding Rig	2.75	13.75
10	miles	(1) 2 1/2 ton truck	2.75	27.50
		Sub-total Vehicles & Equipment	\$	1,210.00
Overhead costs				
		A&G	10.0%	\$ 1,138.00
		AFUDC	2.0%	\$ 227.60
		Subtotal	\$	11,380.00
		Total	\$	12,745.60



PLAN VIEW - PARALLEL INSTALLATION



PLAN VIEW - CROSSING INSTALLATION



ELEVATION - CROSSING INSTALLATION

NOTES:

DURING BACKFILL OPERATIONS, A COLORED PLASTIC RIBBON SHALL BE LAID 12" TO 18" ABOVE THE FOREIGN PIPELINE IN BOTH SIDES OF THE DITCH THE ENTIRE WIDTH OF SSCGP'S RIGHT OF WAY. HYDROCARBON, GAS OR LIQUID LINES ARE TO BE MARKED WITH SAFETY YELLOW, WATER, IRRIGATION OR SLURRY LINES WITH SAFETY BLUE, AND SEWERS AND DRAIN LINES WITH SAFETY GREEN.



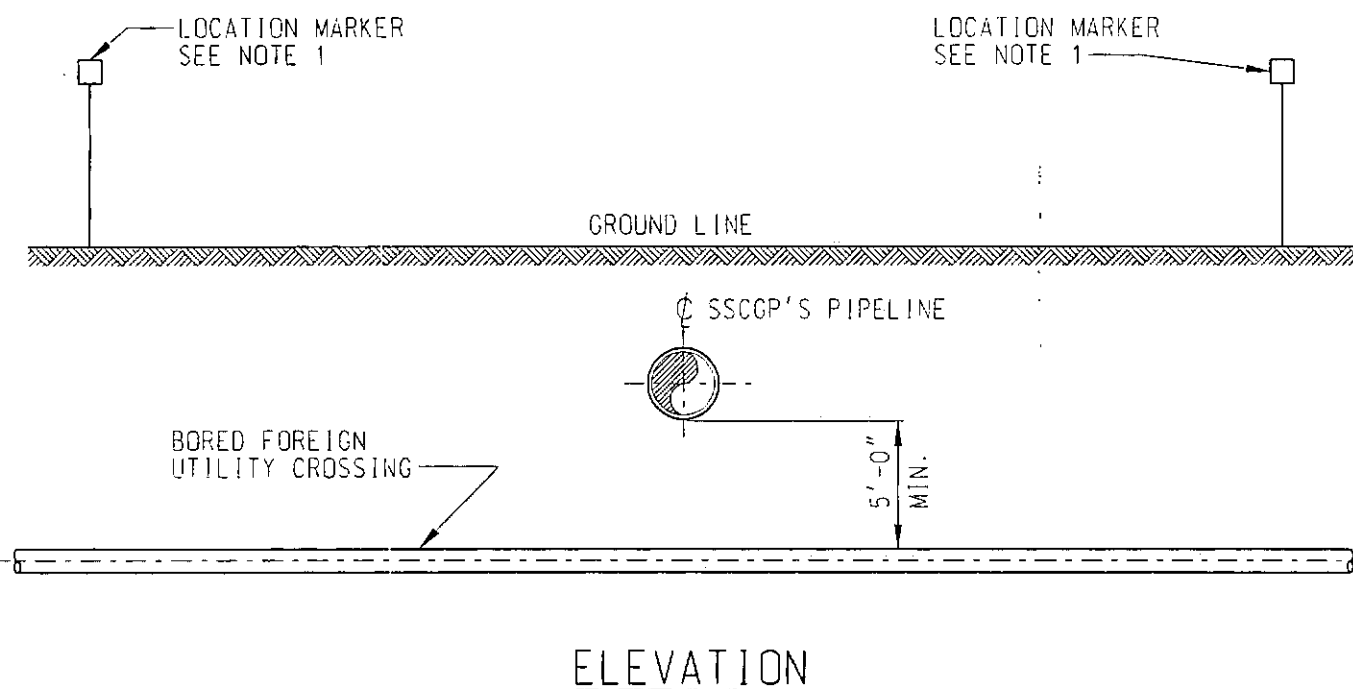
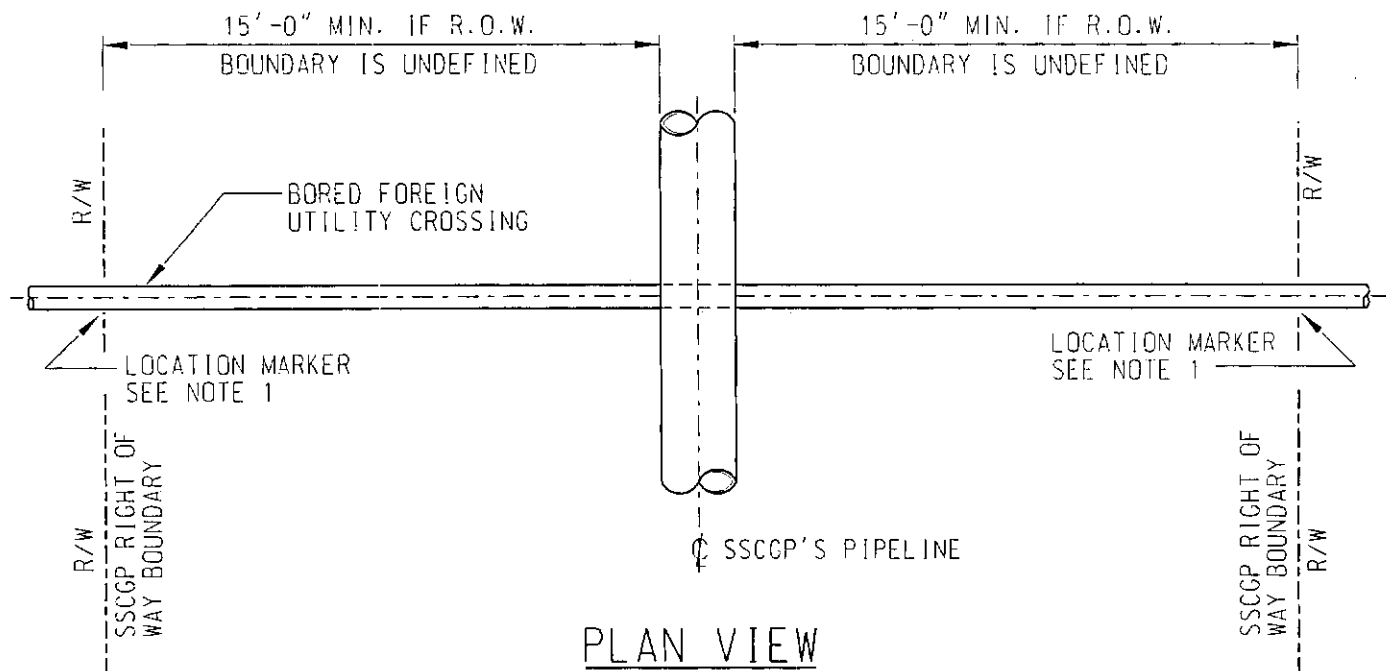
STANDARD ENCROACHMENT DETAILS
FOR INSTALLATION OF FOREIGN PIPELINE PARALLEL
TO OR CROSSING EXISTING SSCGP GAS PIPELINE

REV.	DATE	BY	DESCRIPTION	APP	SCALE: 1" = 1'-0"
0	05-05-2004	GLS	REVISED PER SSCGP STANDARDS	RDH	P.I.N.
1	11-05-2007	DSK	REPLACED STD. DWG. 005-079-A-0153	RDH	DWG. NO.
					STD-ENC-PX-FP

DRAWN BY: GLS DATE: 05-04-2004

CHECKED BY: DATE:

APPROVED BY: RDH DATE: 05-28-2004



NOTES:

1. ABOVE GROUND UTILITY LOCATION MARKER WILL BE INSTALLED ABOVE CROSSING AT SSCGP ROW BOUNDARY.

SOUTHERN STAR

CENTRAL GAS PIPELINE

STANDARD ENCROACHMENT DETAILS
FOR INSTALLATION OF BORED UTILITY
CROSSING BELOW EXISTING GAS PIPELINE

REV.	DATE	BY	DESCRIPTION	APP	SCALE: 1" = 1'-0"
0	05-04-2004	GLS	REVISED PER SSCGP STANDARDS	RDH	P.I.N.
1	11-05-2007	JAK	REPLACED STD. DWG. 005-090-A-0142	RDH	DWG. NO.
					STD-ENC-X-BU

DRAWN BY: GLS DATE: 05-04-2004

CHECKED BY: DATE:

APPROVED BY: RDH DATE: 05-28-2004

City of Wichita
City Council Meeting
September 22, 2009

TO: Mayor and City Council

SUBJECT: Blind and Physically Handicapped (Talking Books) Contract

INITIATED BY: Library

AGENDA: Consent

Recommendation: Approve the contract.

Background: The Wichita Public Library is one of five agencies that deliver library service to blind and physically handicapped residents of Kansas through contracts with the Kansas State Library. The Wichita site delivers service to eligible customers from all of Sedgwick County and fifteen counties in Southeast Kansas. Although Wichita's participation as a contracting agency has been in place for many years, annual contracts renewing the relationship with the State Library are required because federal funds are included in the contract payment.

Analysis: Wichita's ability to house a subregional library for the blind and physically handicapped allows the Library to enhance service to customers with special needs. While most users of this service must rely on toll-free phone and mail access to the library service, Wichita's customers have the added benefit of receiving walk-in service from Wichita's Central branch library. Senior centers, retirement and nursing homes, special education centers and other agencies also benefit from having subregional staff locally available to promote and/or present training about this program. The program budget was reviewed and approved by the Library Board of Directors during its September 15, 2009 meeting.

Financial Considerations: The grant includes a base payment with supplemental funds divided by the share of the statewide service delivery. No local match is required. The Wichita contract for the 2009-2010 year is offered at \$125,592 a decrease of \$5,741 (4.37%) from the previous year.

Goal Impact: The plan addresses the Quality of Life goal by enabling the Wichita Public Library system to extend access to information and recreation resources to citizens who do not have the visual or physical ability to use traditional print materials.

Legal Considerations: The contract has been reviewed and approved by Law Department staff.

Recommendation/Action: It is recommended that the City Council approve the 2009-2010 Talking Books Service contract and authorize the necessary signatures.

KANSAS STATE LIBRARY
F.Y. **2010**
Library Services and Technology Act
Talking Books Service

Project No. **10-LSTA-6**

THIS CONTRACT, made and executed this **FIRST** day of **OCTOBER, 2009**, by and between the State Library of Kansas, hereinafter referred to as the State Library, and THE CITY OF WICHITA, a municipal corporation in the state of Kansas. This contract shall be administered through the City's Department of Libraries, by its Board of Directors, hereinafter referred to as the Board.

WITNESS THAT:

WHEREAS, the Kansas Legislature has allocated funding for services to the Kansas Talking Books Service and the Board meets the requirements of the Kansas Administrative Regulations, for Kansas Talking Books Service, and

WHEREAS, the Congress of the United States has enacted the Library Services and Technology Act, and

WHEREAS, the Board submitted to the State Library a budget for funds and agrees to comply with all the terms and conditions of the LSTA Five Year State Plan;

NOW THEREFORE, it is mutually understood and agreed that the Board shall administer a program in compliance with the Five-Year State Plan, Project No. **08-LSTA-3** of the FY **2008** and the approved application.

The Board shall expend or encumber all moneys received under this contract no later than **September 30, 2010.** The Board shall expend all moneys received under this contract solely for the purposes stated, with no administrative fees allowed, in the Five-Year State Plan of FY **2010**, Project No. **09-LSTA-3**, the approved budget, and this contract, and shall repay to the State Library all moneys lost or diverted to purposes other than those stated herein.

The State Library shall pay to the Board from state funds a base payment of \$17,500.00 plus **SEVENTY THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS (\$70,348) in ONE** payment(s) as follows: upon completion of this contract and approval by the State Library, on or about October 1, **2009**.

The State Library shall pay to the Board from available Federal funds the sum of **THIRTY-SEVEN THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS (\$37,744) in ONE** payment(s) as follows: upon completion and approval by the State Library, on or about April 1, **2010**.

AND IT IS FURTHER mutually understood and agreed that the money shall be payable to the Board only upon receipt of the moneys by the State Library through funds of the State of Kansas and LSTA. If the funds are not received by the State Library, this contract shall be void and the obligations of both parties herein shall be terminated.

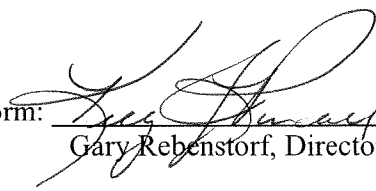
IT IS FURTHER mutually understood that the provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto and executed by the parties to this agreement, are hereby incorporated in this contract and made a part hereof.

Susan Estes, Library Board President

Carl Brewer, Mayor

Cynthia Berner Harris, Director of Libraries- (Responsible for financial reporting)
Phone # **(316) - 261-8520**

Kansas State Librarian

Approved as to form: _____
Gary Rebenstorf, Director of Law

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the FIRST day of OCTOBER, 2008.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

STATE LIBRARY OF KANSAS

Topeka, KS 66612

SUBLENDING AGENCY SERVICE AGREEMENT FOR SOUND REPRODUCERS
AND OTHER READING EQUIPMENT

WHEREAS, under Section 135a., 135a.-1 and 135b. of Title 2, U.S.C., (attachment one to this agreement) the Division for the Blind and Physically Handicapped in the Library of Congress is responsible for planning and conducting a national program of bringing free reading materials to the nation's blind and physically handicapped residents: and

WHEREAS, execution of such program includes selection and procurement of reading material and their distribution through a network of cooperating libraries and agencies: and

WHEREAS, pursuance of this program involves the loan to, and use by blind and physically handicapped readers of reading material in a variety of nonprint formats and appropriate equipment for their use which is the property of the Library of Congress and is distributed only by cooperating libraries and agencies: and

WHEREAS, the State Library of Kansas (hereafter "Lending Agency"), has signed an agreement with the Library of Congress, Division for the Blind and Physically Handicapped (hereafter "Library of Congress"), whereby they agree to enter into a written agreement with **WICHITA PUBLIC LIBRARY** (hereafter "Sublending Agency") so that the Sublending Agency may assist in the distribution of sound reproducers and other reading equipment.

NOW THEREFORE, in order to cooperate in making sound reproducers and other reading equipment available to the blind and physically handicapped, the parties hereby agree as follows:

A. Eligibility

Eligibility, its determination and certification is specified in 37 CFR 701.10 (also part of attachment one of this agreement).

B. Eligibility Approval

The Sublending Agency which is also the Subregional Library in Kansas is the agency responsible for approval of eligibility within the area they are designated to serve.

The Lending Agency which is also the Regional Library in Kansas, because of its responsibility for the outgoing provision of library service, is the agency responsible for final approval of eligibility within the State or region. Normally, only applications evaluated as

ineligible by the Sublending Agency will be reviewed by the Regional Library. The Sublending Agency, within one working day, will fax these applications to the Lending Agency for review. The Lending Agency will provide a response within two working days. Should the Lending Agency judge the applicant eligible, the Sublending Agency must act upon the application immediately upon response from the Lending Agency. Application for service may not be denied without concurrence of the Lending Agency. The Library of Congress is responsible for decision on final eligibility at the national level and for resolving questionable instances of eligibility when agreement cannot be reached at the local level.

C. Designation of Sublending Agency

1. With prior approval of the Library of Congress, Sublending agencies are designated by the Lending Agency to assist in the distribution of sound reproducers and other reading equipment.
2. Any Sublending Agencies so designated will enter into a written agreement with the Lending Agency assuring all provisions of the agreement the Lending Agency signed with the Library of Congress are adhered to. A copy of the signed agreement will be furnished to the Library of Congress for each Sublending Agency assisting in the program.

D. Transfer of Sound Reproducers and Other Reading Equipment

Sound reproducers and other reading equipment remain the property of the Library of Congress. Equipment in the possession of the Sublending Agency remains under the jurisdiction of the Lending Agency. Upon receipt of instruction from the Lending Agency, the Sublending Agency will ship all or any portion specified of unassigned inventory as requested by the Lending Agency.

E. Responsibility of the Lending Agency

1. Subject to the availability of sound reproducers and other reading equipment and accessories from the Library of Congress, the Lending Agency will obtain and distribute such equipment to the Sublending Agency.
2. The Lending Agency will be responsible for the repair and maintenance of sound reproducers and their reading equipment and accessories distributed to the Sublending Agency. When available, such repair may be done by volunteer agencies located within the service area of the Sublending Agency. The staff of the Sublending Agency may also carry out repair work on equipment. In the latter cases, the Lending Agency will be responsible for instructing the volunteers and/or staff in the repair of the equipment and for providing the replacement parts required for repair.

3. The Lending Agency will provide the Sublending Agency with mailing cartons for sound reproducers and other reading equipment.

F. Responsibility of the Sublending Agency

1. The Sublending Agency will serve all persons eligible for service within its designated geographical service area.
2. The Sublending Agency will have custodial responsibility for all sound reproducers, other reading equipment and accessories assigned to it, and will take normal security precautions for their safekeeping.
3. The Sublending Agency will maintain inventory control over all sound reproducers and other reading equipment assigned to it, and will provide the following information with reasonable promptness:
 - a. Number of machines received from the Lending Agency, date of receipt, and the number on hand awaiting assignment – by model number and serial number.
 - b. The number of machines being repaired, model number, and serial number: and
 - c. The number of machines assigned, providing access to location information by the name of the person or institution holding the machine with the type of machine and serial number included. The Lending Agency will maintain central files of machines assigned at the Sublending Agency by type of machine, serial number and by the name of the person or institution holding the machine.
4. The Sublending Agency will make available all pertinent files to duly authorized representatives of the Lending Agency and the Library of Congress or of the General Accounting Office, if requested.
5. It is the responsibility of the Sublending Agency and the Lending Agency to assure the confidentiality of records relating to recipients of Library of Congress reading equipment. The records as a whole, or any part thereof, may not be released to any agency or individual not involved in library service for blind and physically handicapped persons provided by the Library without the written permission of the Library and the reader or readers involved.

6. Theft of equipment will be simultaneously reported to the local police and the Lending Agency as soon as discovered.
7. Subject to availability, the Sublending Agency will assign and ship reading equipment and accessories to eligible persons within three (3) working days of receipt of an acceptable application.

The Sublending Agency, using the free mailing privilege, will employ the United States Postal Service as carrier for the transportation of Library of Congress supplies, equipment, and accessories. Where personal delivery of machines is furnished delivery time may extend to a period not to exceed ten (10) working days following receipt of application, providing the applicant is notified within three (3) days of the application's acceptance, or the agency's intention to deliver and offered the alternative of delivery by the U.S. Mail.

8. Sublending Agency may use application forms provided by the Lending Agency.
9. Completed reports will be submitted to the Lending Agency, the Sublending Agency as required, and in the time specified.

G. It will be the responsibility of the Sublending Agency to instruct the readers regarding:

1. Reasonable care of sound reproducers and other reading equipment;
2. Free repair service and the procedure for availing themselves of it;
3. Transfer of eligibility, to another Sublending Agency's service area when a reader moves;
4. Necessity of notifying the Sublending Agency when taking sound reproducers and other reading equipment to another Sublending Agency's service area; and
5. Necessity of notifying the Sublending Agency of change of address, change of eligibility status, or desire to discontinue service permanently.

H. In the case of interstate or intrastate moves, the Sublending Agency from whose jurisdiction the reader has moved will notify the Lending Agency.

I. Termination

It is understood that this agreement may be terminated by either party upon six (6) months written notice. Failure by either party to adhere to the provisions of this agreement will be considered just cause for its termination.

J. This agreement is subject to annual review.

Accepted for:

State Library of Kansas
(Lending Agency)

State Librarian

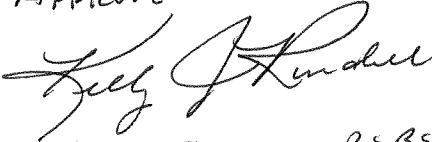
Date

Accepted for:

Wichita Public Library
(Sublending Agency)

Director of Library

Date

APPROVED AT TO FORM

FOR GARY E REBENSTORF
CITY ATTORNEY

City of Wichita
City Council Meeting
September 22, 2009

TO: Mayor and City Council

SUBJECT: Release of Pipeline Easement on IRB Property

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the Right of Way Agreement.

Background: On October 7, 2008, the City Council approved the issuance of Industrial Revenue Bonds (IRBs) in the amount of \$7,200,000 to finance the construction of the corporate headquarters building for the Hartman Oil Company and related Hartman-owned businesses, located at 10918 E. 13th Street North in northeast Wichita. The land on which the building is located is pledged as security to the IRBs and as such is titled to the City of Wichita during the term of the bond issue. There is a blanket pipeline easement located on the land, for a pipeline that now needs to be relocated in order to allow development of adjacent land. In order for the pipeline to be moved, a new easement will be created on non-IRB land, and the existing blanket easement on the IRB land will be released, by means of the attached Right of Way Contract Amendment and Agreement. Due to City ownership of the IRB property, City Council approval of the Agreement is required.

Analysis: There is no adverse impact to the City or to the security of the bonds that results from the release of the easement.

Financial Considerations: There are no financial considerations.

Goal Impact: Economic Vitality and Affordable Living. Responsive administration of the IRB program encourages the economic growth of the community.

Legal Considerations: The attached Right of Way Contract Amendment and Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the City Council approve the Right of Way Contract Amendment and Agreement and authorize the necessary signatures.

Attachments: Right of Way Contract Amendment and Agreement

**City of Wichita
City Council Meeting
September 22, 2009**

TO: Mayor and City Council

SUBJECT: Change Order: 21st Street Improvement, K-96 to 159th Street East
(District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the change order.

Background: On October 21, 2008, the City Council approved a construction contract with Lafarge North America to improve 21st Street between the K-96 Freeway and 159th Street East. After the work began, the developer of Monarch Landing Addition submitted a petition to add a turn lane into the property. Constructing the turn lane with the 21st Street project will eliminate the need to reconstruct the pavement and disrupt traffic at a future date.

Analysis: A change order has been prepared for the cost of the additional work. Funding is available within the petition and the General Obligation bond portion of the project construction budget.

Financial Considerations: The total cost of the additional work is \$125,823 with \$121,623 paid by special assessments and \$4,200 by City General Obligation bonds. The original contract amount is \$10,240,911. This change order plus previous change orders total \$143,393 which represents 1.4% of the original contract amount.

	Dollar Amount	Percentage of Original Contract
Original Contract	\$ 10,240,911	
Change Order # 1	10,570	0.10%
Change Order # 2	7,000	0.07%
Turn Lane	<u>125,823</u>	<u>1.23%</u> Bid & Negotiated
Total	\$ 10,384,304	1.4%

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow along an important transportation corridor.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change order.

To: LaFarge North America Inc.

Project: 21st Street North Improvements, K-96 to 159th Street East

Change Order No.: 3

Project No.: 87N-0423-01/472-84636

Purchase Order No.: 801185

OCA No.: 706973/766177/766178/766179/
766183/635690

CHARGE TO OCA No.: 706973 = \$4,200.00
766232 = \$121,622.90

PPN: 207439/490195/490196/490197/
490201/768739

Please perform the following extra work at a cost not to exceed \$125,822.90

Additional Work: Construct a turn lane.

Reason for Additional Work: The developer requests that a turn lane be added to the Monarch Landing Subdivision. This subdivision was not built until after the paving plans were completed for 21st Street. A petition has been obtained for this work.

Item	Negot'd/Bid	Qty	Unit Price	Extension
OVERRUN (766232):				
#101 Excavation	Bid	1612 cy @	\$10.15 =	\$16,361.80
#102 Compacted Fill	Bid	581 cy @	\$5.10 =	\$2,963.10
#9 Concrete Pvmnt (8'') (RCVG)	Bid	5 sy @	\$44.50 =	\$222.50
#103 7' AC Pvmnt (5' Bit Base) (BM-2, PG 70-28)	Bid	1766 sy @	\$25.75 =	\$45,474.50
#15 7' Reinf Crushed Rock Base	Bid	5 sy @	\$10.00 =	\$50.00
#104 8' Reinf Crush Rock Base	Bid	1766 sy @	\$10.25 =	\$18,101.50
#18 Comb. Curb & Gutter (Type I or Type II)	Bid	12 lf @	\$9.50 =	\$114.00
#85 Sidewalk Conc. Pvmnt (4'')	Bid	50 sf @	\$3.30 =	\$165.00
#29 18' Storm Sewer (RCP)	Bid	140 lf @	\$32.00 =	\$4,480.00
#106 Sand Fill, Flush and Vibrate	Bid	801 lf @	\$12.25 =	\$9,812.25
#105 15' Storm Sewer (RCP)	Bid	736 lf @	\$30.00 =	\$22,080.00
#53 4X3' RCB (STa. 248+01.23)	Bid	12 lf @	\$477.00 =	\$5,724.00
UNDERRUN (766232):				
#20 Edge Curb (Monolithic) (6'')	Bid	(19) lf @	\$2.25 =	(\$42.75)
#30 24' Storm Sewer (RCP)	Bid	(505) lf @	\$42.00 =	(\$21,210.00)
ADD (766232):				
Connect to 4'X3' RCB	Negot'd	2 ea @	\$2,100.00 =	\$4,200.00
Type II Curb Inlet	Negot'd	5 ea @	\$2,363.00 =	\$11,815.00
Re-mobilization	Negot'd	1 LS @	\$1,312.00 =	\$1,312.00
ADD (706973):				
Connect to 4'X3' RCB	Negot'd	2 ea @	\$2,100.00 =	\$4,200.00

TOTAL = \$125,822.90

CIP Budget Amount: \$11,183,723.00 (706973)
\$ 155,000.00 (766232)

Consultant: PEC

Total Exp. & Encum. To Date: \$10,587,055.56 (706973);
\$ 0.00 (766232)

CO Amount: \$125,822.90

Unencum. Bal. After CO: \$592,467.44 (706973)
\$ 33,377.10 (766232)

Original Contract Amt.: \$10,240,910.80

Current CO Amt.: \$125,822.90

Amt. of Previous CO's: \$17,569.92

Total of All CO's: \$143,392.82

% of Orig. Contract / 25% Max.: 1.4%

Adjusted Contract Amt.: \$10,384,303.62

Recommended By:

Greg Baalman, P.E.
Construction Engineer

Date

Approved:

Jim Armour, P.E.
City Engineer

Date

Approved:

Contractor

Date

Approved:

Chris Carrier, P.E.
Director of Public Works

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest:

City Clerk

CITY OF WICHITA
City Council Meeting
September 22, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5862 South Hydraulic for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Accept the dedication.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 5862 South Hydraulic. The subject property is a 5-acre, residential lot located between the levee and Hydraulic. The proposed acquisition is the east 0.26-acres of the property. No improvements are located within the acquisition area however, fencing and a mature tree row will be impacted.

Analysis: The owners have agreed to the estimated market offer of \$2,800, or \$0.25 per square foot for the proposed right-of-way and \$3,200 as damages to the loss of the mature trees and fencing.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$6,550 is requested. This includes \$6,000 for the acquisition and \$550 for closing costs, title insurance, recording fees and administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget and 2) Accept the easement.

Attachments: Easement, tract map and aerial map.

FLOOD PROTECTION LEVEE EASEMENT

KNOW ALL PERSON BY THESE PRESENTS:

That **Kenneth M. Piper and Arlene Piper, husband and wife (hereinafter called "Grantor")** in consideration of the sum of Six Thousand Dollars and no/100 (\$6,000.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, a municipal corporation the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS, a municipal corporation, (hereinafter called "City")**, a permanent easement to construct, maintain, repair, operate, patrol and replace a flood protection levee, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

A tract of land for Floodway Right of Way lying in a portion of the Southwest Quarter of the Northwest Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

COMMENCING at the Northwest corner of the south 10 acres of said Northwest Quarter Section 27; thence along the north line of said south 10 acres, parallel with the south line of said Northwest Quarter on a Kansas coordinate system 1983 south zone bearing N88°53'41"E, 717.64 feet to the **POINT OF BEGINNING**; thence N01°59'09"W, 122.69 feet to the southwesterly line of existing Riverside Drainage District in deed at Film 567, Page 682; thence along the existing Riverside Drainage right of way, S57°29'51"E, 221.64 feet to the north line of said south 10 acres: thence along said north line S88°53'41"W, 182.71 feet, to the **POINT OF BEGINNING**.

Said tract of land contains 11,207 square feet or 0.26 acres, more or less.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.

2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.
3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 8-29 day of August, 2009

Kenneth M. Piper
Kenneth M. Piper

Arlene Piper
Arlene Piper

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss

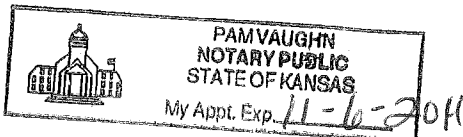
I, Pam Vaughn, a Notary Public in and for said County and State, DO
HEREBY CERTIFY that Kenneth M. Piper and Arlene Piper

who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29 day of August, A.D. 2009

(SEAL)

Pam Vaughn
NOTARY PUBLIC





5862 S Hydraulic



<input type="checkbox"/>	Historic Districts
<input type="checkbox"/>	Old Town
<input type="checkbox"/>	Delano Overlay District
<input type="checkbox"/>	NO
<input type="checkbox"/>	YES
<input type="checkbox"/>	Property Parcels
<input type="checkbox"/>	Roads
<input type="checkbox"/>	State Highway
<input type="checkbox"/>	US Federal Highway
<input type="checkbox"/>	Interstate
<input type="checkbox"/>	KTA
<input type="checkbox"/>	Arterial
<input type="checkbox"/>	Collector
<input type="checkbox"/>	Minor
<input type="checkbox"/>	Ramp
<input type="checkbox"/>	Railroads
<input type="checkbox"/>	Quarter Section
<input type="checkbox"/>	Waterways
<input type="checkbox"/>	Streams
<input type="checkbox"/>	Historic Sites
<input type="checkbox"/>	REGIONAL
<input type="checkbox"/>	STATE/NATIONAL
<input type="checkbox"/>	STATE
<input type="checkbox"/>	Historic Environs
<input type="checkbox"/>	Parks
<input type="checkbox"/>	Airports
<input type="checkbox"/>	SDERASTER, S-DEDATA, ORTH-01FT
<input type="checkbox"/>	SDERASTER, S-DEDATA, ORTH-0
<input type="checkbox"/>	City Limits
<input type="checkbox"/>	Andale
<input type="checkbox"/>	Bel Aire

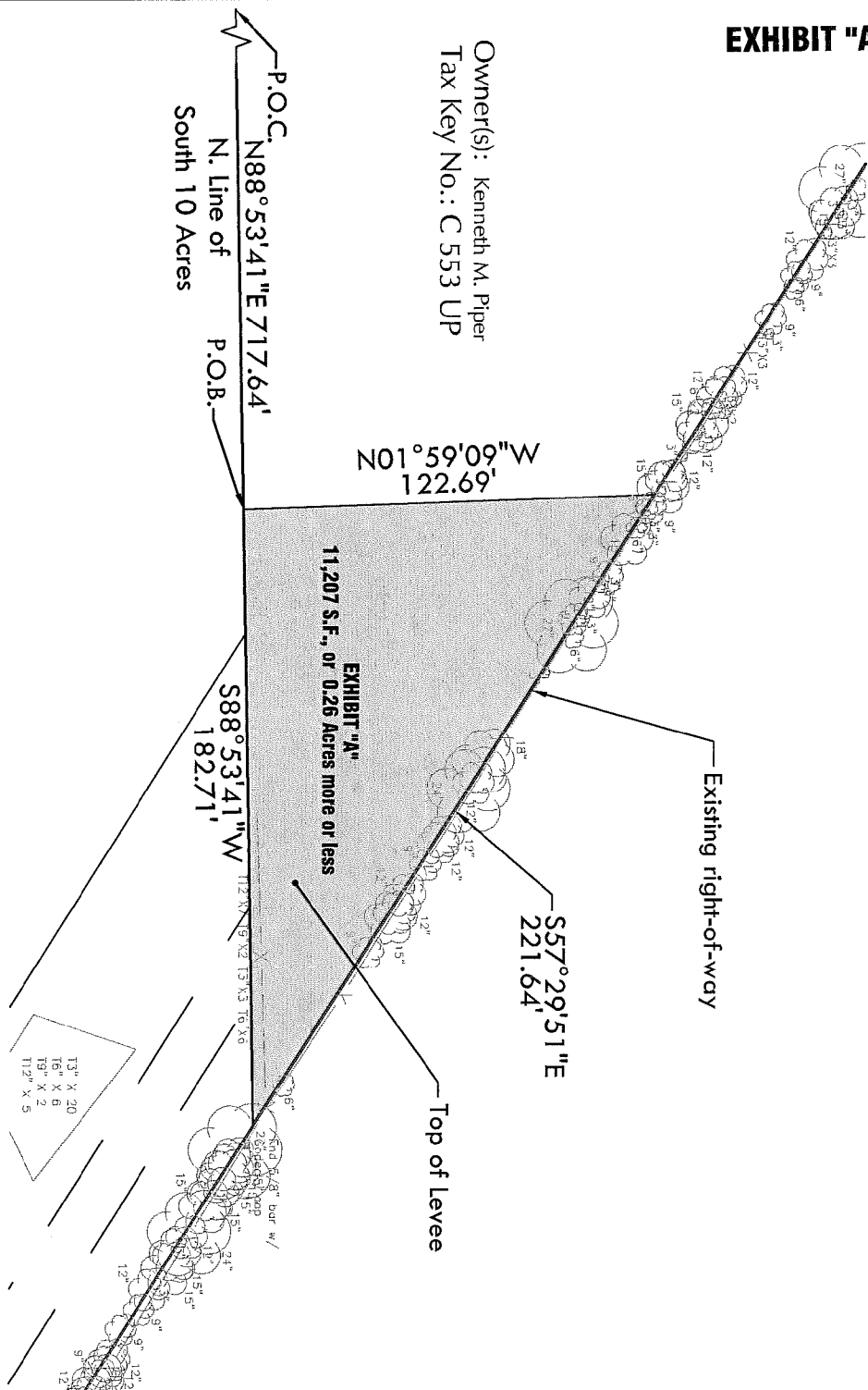


Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



EXHIBIT "A"

Owner(s): Kenneth M. Piper
Tax Key No.: C 553 UP



DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of the Southwest Quarter of the Northwest Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

COMMENCING at the Northwest corner of the south 10 acres of said Northwest Quarter Section 27; thence along the north line of said south 10 acres, parallel with the south line of said Northwest Quarter on a Kansas coordinate system 1983 south zone bearing N88°53'41"E, 717.64 feet to the **POINT OF BEGINNING**; thence N01°59'09"W, 122.69 feet to the southwesterly line of existing Riverside Drainage District in deed at Film 567, Page 682; thence along the existing Riverside Drainage right of way, S57°29'51"E, 221.64 feet to the north line of said south 10 acres; thence along said north line S88°53'41"W, 182.71 feet, to the **POINT OF BEGINNING**.

Said tract of land contains 11.207 square feet or 0.26 acres, more or less.

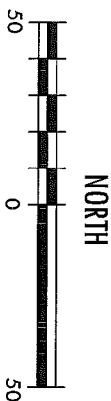
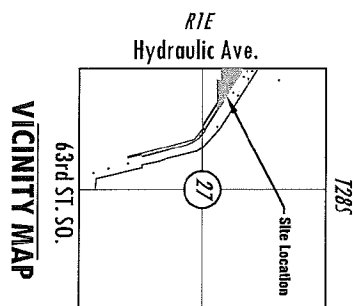


EXHIBIT "A"

TITLE
TRACT Map - C 553 UP

Kenneth M. Piper

SHEET NAME

Levee P - WVLPPP

PROJECT - 07866 Prepared: May, 2009
8009 Wichita Valley Center Local Flood Protection Project



411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600
www.mkc.com

P5

CITY OF WICHITA
City Council Meeting
September 22, 2009

TO: Mayor and City Council Members

SUBJECT: Acquisition of 1100 East MacArthur for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007 the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such property is located at 1100 East MacArthur. The project requires a 6,554 square foot permanent easement for floodway right-of-way across the north 30 feet of the property. The property is improved with a landscaping office/warehouse, storage building and outdoor staging areas for landscape material. The security fence, outdoor staging materials, security and light poles are located within the proposed right-of-way and will require relocation. The site consists of 5.96 acres and is zoned general commercial.

Analysis: The owner rejected the estimated market value of \$52,100 (\$2.00 per square foot together with \$38,992 for fencing). The owner has agreed to accept \$68,800 (\$2.33 per square foot, \$39,500 for fencing and \$14,000 for relocating onsite staging material). This amount does not include compensation for the relocation of light poles and security system. These items will be handled as a relocation reimbursement.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$71,800 is requested. This includes \$68,800 for acquisition, \$2,000 for relocation and \$1,000 for closing costs, title insurance and administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

Legal Considerations: The Law Department has approved the real estate purchase agreement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; 3) Authorize the necessary signatures.

Attachments: Real Estate purchase agreement, tract maps and aerial map.

1100 E MacArthur



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

ACCESS EASEMENT FOR FLOOD PROTECTION LEVEE

KNOW ALL PERSON BY THESE PRESENTS:

That Biehler Properties, LLC, a Kansas limited liability company, (hereinafter called "Grantor") in consideration of the sum of Forty-six thousand three hundred and no/100 (\$46,300.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS**, a municipal corporation, (hereinafter called "City"), a permanent easement and non-exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF

This Easement shall be subject to the following terms and conditions:

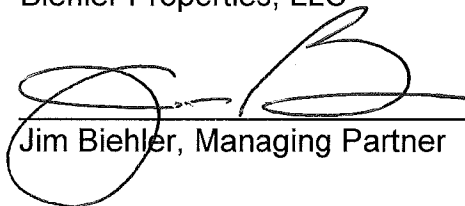
1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.
2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.
3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns. Construction shall not begin on the Easement Area earlier than November 1, 2009.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 8th day of SEPTEMBER, 2009

Biehler Properties, LLC



Jim Biehler, Managing Partner

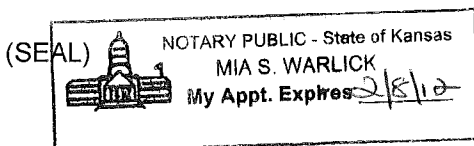
STATE OF Kansas)
COUNTY OF Sedgwick)SS

I, Mia S. Warlick, a Notary Public in and for said County and State, DO
HEREBY CERTIFY that

Jim Biehler

who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of September, A.D. 2009



Mia S. Warlick

Mia S. Warlick NOTARY PUBLIC

Exhibit "A"

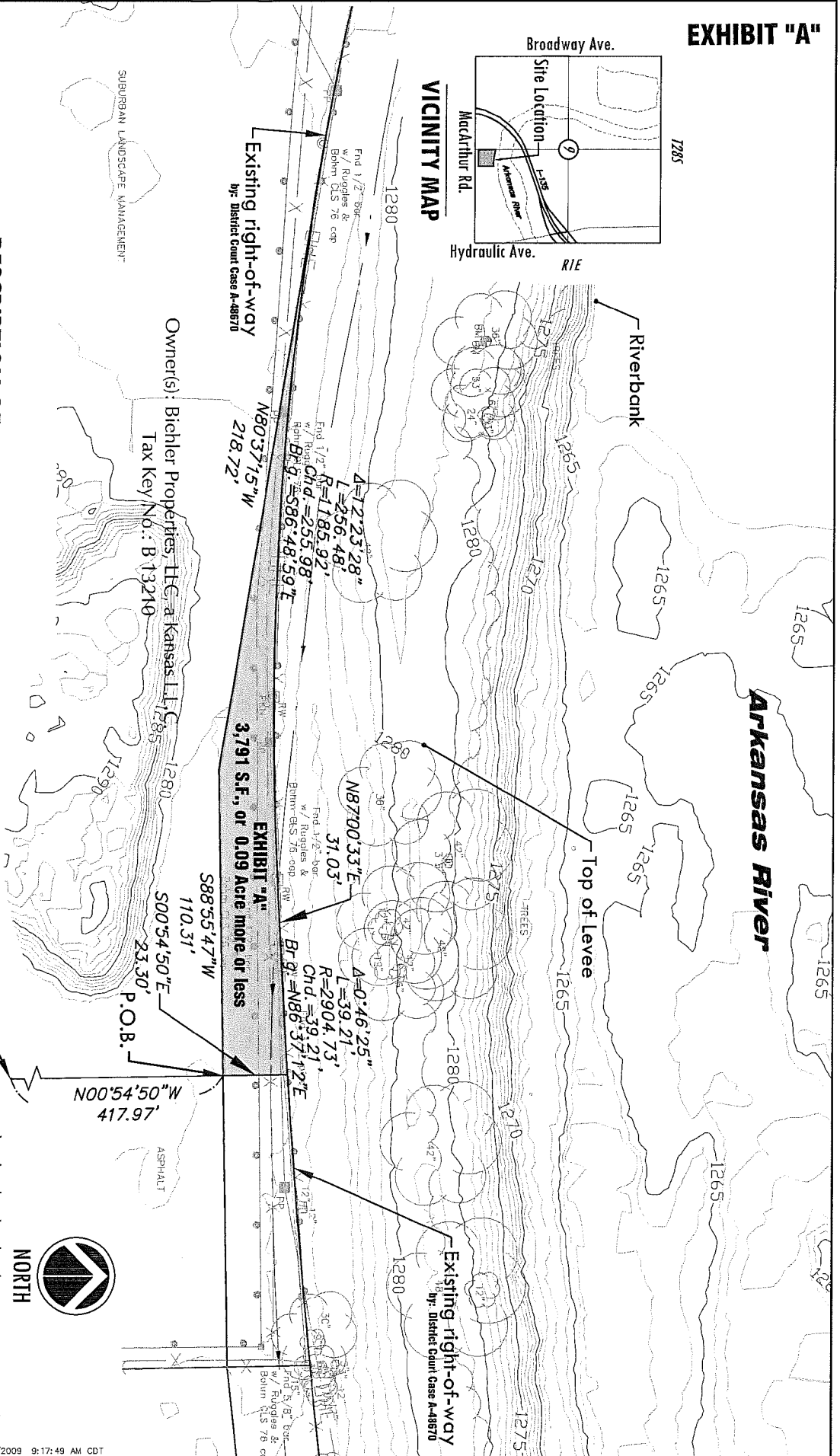
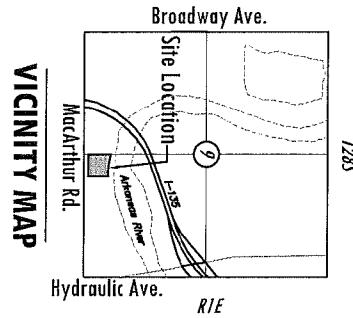
S12
Slaughter Addition
Blehler Properties LLC
B 13210

A tract of land for Floodway right of way lying in a portion of Lot 1, Slaughter Addition, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

COMMENCING at the southeast corner of Lot 1, Slaughter Addition, Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N00°54'50"W, 417.97 feet to the **POINT OF BEGINNING**; thence S88°55'47"W, 110.31 feet; thence N80°37'15"W, 218.72 feet to the existing Flood Control right of way as described in District Court Case A-48670, said point being on a curve to the left having a radius of 1155.92 feet, a central angle of 12°23'28", and a chord of 255.98 feet, bearing S86°48'59"E; thence along said curve and along said right of way 256.48 feet to an existing Flood Control right of way monument; thence N87°00'33"E, 31.03 feet to an existing Flood Control right of way monument, said point being on a curve to the left having a radius of 2904.73 feet, a central angle of 0°46'25", and a chord of 39.21 feet, bearing N86°37'12"E; thence along said curve 39.21 feet; thence S00°54'50"E, 23.30 feet along the east line of said Lot 1 to the **POINT OF BEGINNING**.

Said tract of land contains 3,791 square feet or 0.09 acres, more or less.

EXHIBIT "A"



DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway right of way lying in a portion of Lot 1, Slaughter Addition, Wichita, Sedgewick County, Kansas, being more particularly described as follows:

COMMENCING at the southeast corner of Lot 1, Slaughter Addition, Wichita, Sedgewick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N00°54'50"W, 417.97 feet to the **POINT OF BEGINNING**; thence S88°55'47"W, 110.31 feet; thence N80°37'15"W, 218.72 feet to the existing Flood Control right of way as described in District Court Case A-48670, said point being on a curve to the left having a radius of 1185.92 feet, a central angle of 12°23'28", and a chord of 255.98 feet, bearing S86°48'59"E; thence along said curve and along said right of way 256.48 feet to an existing Flood Control right of way monument; thence N87°00'33"E, 31.03 feet to an existing Flood Control right of way monument, said point being on a curve to the left having a radius of 2904.73 feet, a central angle of 0°46'25", and a chord of 39.21 feet, bearing N86°37'12"E; thence along said curve 39.21 feet; thence S00°54'50"E, 23.30 feet along the east line of said Lot 1 to the **POINT OF BEGINNING**.

Said tract of land contains 3,791 square feet or 0.09 acres, more or less.

S12

MIKEC
ENGINEERING
CONSULTANTS, INC.

411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600
www.mikec.com

EXHIBIT "A"

TRACT Map - B 13210

Biehler Properties, LLC, a Kansas L.L.C.

Levee S - WVLFPF

PROJECT - 07866 Prepared: April, 2009
8009 Wichita Valley Center Local Flood Protection Project

ACCESS EASEMENT FOR FLOOD PROTECTION LEVEE

KNOW ALL PERSON BY THESE PRESENTS:

That Biehler Properties, LLC, a Kansas limited liability company, (hereinafter called "Grantor") in consideration of the sum of Twenty-two thousand five hundred and no/100 (\$22,500.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS**, a municipal corporation, (hereinafter called "City"), a permanent easement and non-exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF

This Easement shall be subject to the following terms and conditions:

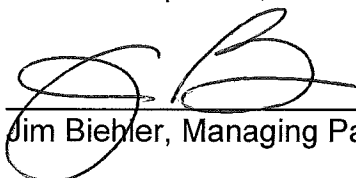
1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.
2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.
3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns. Construction shall not begin on the Easement Area earlier than November 1, 2009.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 8th day of SEPTEMBER, 2009

Biehler Properties, LLC



Jim Biehler, Managing Partner

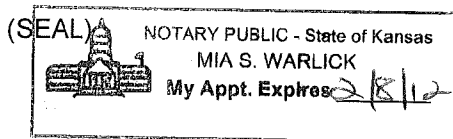
STATE OF Kansas)
COUNTY OF Sedgewick)SS

I, Mia S. Warlick, a Notary Public in and for said County and State, DO
HEREBY CERTIFY that

Jim Biehler

who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of September, A.D. 2009



Mia S. Warlick
Mia S. Warlick NOTARY PUBLIC

Exhibit "A"

S13

Willson and Brown Second Addition

Blehler Properties LLC

B 13173

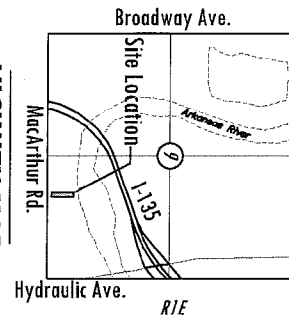
A tract of land for Floodway Right of Way lying in a portion of Lot 1, Willson and Brown Second Addition, Wichita, Sedgwick County, Kansas, being more particularly described as follows;

COMMENCING at the southeast corner of Lot 1, Willson and Brown Second Addition, Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N01°05'58"W, 418.44 feet to the **POINT OF BEGINNING**; thence S88°55'47"W, 104.73 feet to the west line of said Lot 1; thence N00°54'50"W, 23.30 feet along said west line to the existing Flood Control right of way as described in District Court Case A-48670, said point being on a curve to the left having a radius of 2904.73 feet, a central angle of 2°04'05", a chord of 104.84 feet, bearing N85°11'57"E; thence along said curve and along said right of way 104.85 feet; thence S01°05'58"E, 30.12 feet along the east line of said Lot 1 to the **POINT OF BEGINNING**.

Said tract of land contains 2,763 square feet or 0.06 acres, more or less.

EXHIBIT "A"

VICINITY MAP



DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Lot 1, Willson and Brown Second Addition, Wichita, Sedgewick County, Kansas, being more particularly described as follows:

COMMENCING, at the southeast corner of Lot 1, Willson and Brown Second Addition, Wichita, Sedgewick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N01°05'58"W, 418.44 feet to the **POINT OF BEGINNING**; thence S88°55'47"W, 104.70 feet to the west line of said Lot 1; thence N00°54'50"W, 23.30 feet along said west line to the existing Flood Control right of way as described in District Court Case A-48670, said point being on a curve to the left having a radius of 2904.73 feet, a central angle of 2°04'05", a chord of 104.84 feet, bearing N85°11'57"E; thence along said curve and along said right of way 104.85 feet; thence S01°05'58"E, 30.12 feet along the east line of said Lot 1 to the **POINT OF BEGINNING**.

Said tract of land contains 2,763 square feet or 0.06 acres, more or less.

Owner(s):
Biehler Properties, LLC, a Kansas L.L.C.
Tax Key No.: B 13173

This tract exhibit does not constitute a boundary survey.

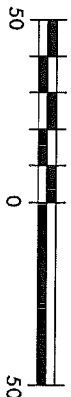


EXHIBIT "A"

TITLE
TRACT Map - B 13173

PREPARED BY
Biehler Properties, LLC, a Kansas L.L.C.

SHEET NAME

Levee 5 - WVLFPF

PROJECT - 07866 Prepared: April, 2009
8009 Wichita Valley Center Local Flood Protection Project

S13

411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600
www.mkc.com

MIKEC
ENGINEERING, INC.
CONSULTANTS, INC.

**CITY OF WICHITA
City Council Meeting
September 22, 2009**

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Agricultural Land at 10024 West 109th Street North for the Integrated Local Water Supply Plan (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River to be transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. Certain sites have been identified as necessary for the capture of above base flow water, locations for water treatment facilities, recharge/recovery wells, and recharge basins. One particular site is an agricultural tract of land at 10024 West 109th Street North.

Analysis: The subject property consists of a 160-acre agricultural tract of land. The proposed pipeline easement runs diagonally across the southwest corner and consists of 0.14-acres. Using a market analysis, the pipeline easement was valued at \$900 an acre, or \$126. A temporary easement for construction is also required and said easement consists of 0.008-acres. Using a market analysis, the temporary construction easement was valued at \$360 an acre, or \$3. The seller has agreed to accept the established minimum offer of \$500.

Financial Considerations: A budget of \$1,000 is requested; this includes \$500 for the acquisition and \$500 for title work, title insurance, closing costs and recording fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over \$7.6 million

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department has approved the contract and easements as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, permanent easement, temporary easement, tract map and area map.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2009 by and between Richard R. Vogt and Sarah A. Vogt Revocable Joint Trust, dated January 29, 2003, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Sedgwick County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") A 60.5 feet wide strip of land lying on the left side (northeasterly side) of a line described as: Commencing at the southwest corner of the Southwest Quarter of Section 8, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N00°28'26"W, 90.90 feet along the west line of said Quarter to the Point of Beginning; thence S43°00'01"E, 122.78 feet to the Point of Termination, said point lying on the south line of said Southwest Quarter and being N89°14'27"E, 82.99 feet from the southwest corner of said Southwest Quarter. Said tract contains 5,949 square feet (0.14 acres), more or less, excluding road right of way.

The above easement adjoins the southwesterly side of an easement described in Condemnation Case No. 104,110 and recorded in Miscellaneous Book 150, Page 1.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the west line of said Quarter and on the south line of said Quarter.

Temporary Easement (Construction – Parcel "B") All that part of the Southwest Quarter of Section 8, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas lying south and west of a line described as: Commencing at the southwest corner of the Southwest Quarter of Section 8, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N00°28'26"W, 90.90 feet along the west line of said Quarter to the Point of Beginning; thence S43°00'01"E, 122.78 feet to the Point of Termination, said point lying on the south line of said Quarter and being N89°14'27"E, 82.99 feet from the southwest corner of said Southwest Quarter. Said tract contains 359 square feet (0.008) acres), more or less, excluding road right of way.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Five Hundred Dollars and No Cents (\$500.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment

to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 30, 2009.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the

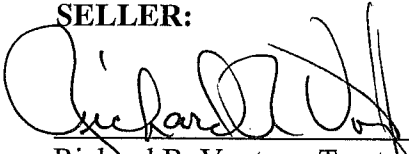
completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

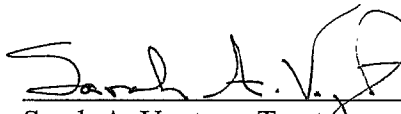
13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Richard R. Vogt, co-Trustee
Richard R. Vogt & Sarah A. Vogt
Revocable Joint Trust, Jan. 29, 2003


Sarah A. Vogt, co-Trustee
Richard R. Vogt & Sarah A. Vogt
Revocable Joint Trust, Jan. 29, 2003

BUYER:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

PIPELINE EASEMENT

THIS EASEMENT made this 17th day of August, 2009 by Richard R. Vogt and Sarah A. Vogt Revocable Joint Trust, dated January 29, 2003, "Grantor" and The City of Wichita, Kansas, a Municipal Corporation, "Grantee".

WITNESSETH: That Grantor, in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto Grantee a perpetual easement for the purpose of constructing, operating, maintaining, inspecting and repairing a pipeline for the transmission of water and other equipment which the Grantee shall deem necessary under the following described real estate situated in Sedgwick County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") A 60.5 feet wide strip of land lying on the left side (northeastern side) of a line described as: Commencing at the southwest corner of the Southwest Quarter of Section 8, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N00°28'26"W, 90.90 feet along the west line of said Quarter to the Point of Beginning; thence S43°00'01"E, 122.78 feet to the Point of Termination, said point lying on the south line of said Southwest Quarter and being N89°14'27"E, 82.99 feet from the southwest corner of said Southwest Quarter. Said tract contains 5,949 square feet (0.14 acres), more or less, excluding road right of way.

The above easement adjoins the southwesterly side of an easement described in Condemnation Case No. 104,110 and recorded in Miscellaneous Book 150, Page 1.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the west line of said Quarter and on the south line of said Quarter.

This easement is for the installation and maintenance of underground utilities and associated appurtenances. Grantee shall not disturb or alter the surface of the property after the completion of the installation of any utilities installed hereunder without first obtaining the written consent of the Grantor, its heirs and assigns.

The amenities installed hereunder shall remain the property of Grantee, and Grantee shall have the right to inspect, rebuild, remove, repair, improve and make alterations to its facilities as it may from time to time deem advisable.

Grantor, his successors and assigns, may use the land within the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operations and maintenance of Grantee's facilities.

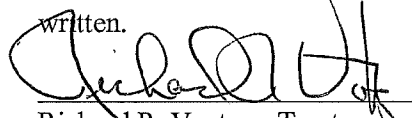
Grantee shall in no way interfere with the Grantors use and enjoyment of the surface of the property.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Grantee shall have the right of ingress and egress from the easement over the lands of Grantor adjacent to said easement and lying between public or private roads. Grantee shall exercise said right in practicable manner whereby Grantee attempts to cause the least damage and inconvenience to Grantor. Grantee shall pay for any damages to growing crops caused by actions of Grantee in inspecting, maintaining or operating said facility.

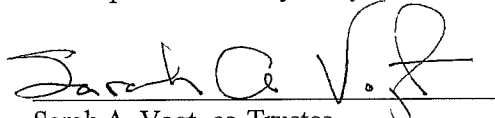
Grantee shall not interfere with the ingress and egress of the Grantor, his heirs and assigns. Should it become necessary to relocate the facilities of the Grantee to aid in the future development of the subject property, Grantee hereby agrees to cooperate with Grantor in relocating said facilities. However, Grantor shall reimburse Grantee for the actual cost of relocating said facilities.

IN WITNESS WHEREOF: Grantor has signed these presents the day and year first

Written.



Richard R. Vogt, co-Trustee
Richard R. Vogt & Sarah A. Vogt
Revocable Joint Trust, Jan. 29, 2003



Sarah A. Vogt, co-Trustee
Richard R. Vogt & Sarah A. Vogt
Revocable Joint Trust, Jan. 29, 2003

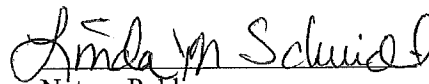
STATE OF KANSAS)

Sedgwick COUNTY) ss:

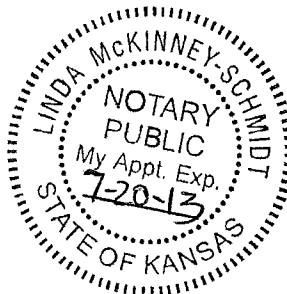
Personally appeared before me a notary public in and for the County and State aforesaid Richard & Sarah Vogt, co trustees of The Richard me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

R. Vogt & Sarah A. Vogt Revocable Trust dated 1-29-03.

Dated at Wichita, Kansas, this 17th day of August, 2009.


Notary Public

My Commission expires 7-20-13



TEMPORARY CONSTRUCTION EASEMENT

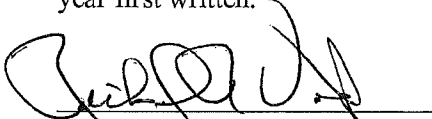
THIS EASEMENT made this 17th day of August, 2009, by and between Richard R. Vogt and Sarah A. Vogt Revocable Joint Trust, dated January 29, 2003 (hereinafter referred to as "Grantor") and the City of Wichita, Kansas, a Municipal Corporation, (hereinafter referred to as "Grantee")

WITNESSETH: That the said Grantor, in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a Temporary Right-Of-Way for the purpose of constructing, maintaining, and repairing utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

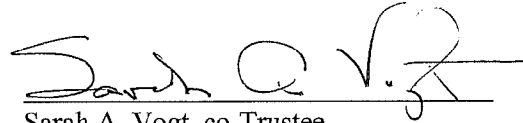
Temporary Easement (Construction – Parcel "B") All that part of the Southwest Quarter of Section 8, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas lying south and west of a line described as: Commencing at the southwest corner of the Southwest Quarter of Section 8, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N00°28'26"W, 90.90 feet along the west line of said Quarter to the Point of Beginning; thence S43°00'01"E, 122.78 feet to the Point of Termination, said point lying on the south line of said Quarter and being N89°14'27"E, 82.99 feet from the southwest corner of said Southwest Quarter. Said tract contains 359 square feet (0.008) acres, more or less, excluding road right of way.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such utility improvements for a period of twenty-four months from the onset of construction. This temporary easement shall expire automatically at the end of the described.

IN WITNESS WHEREOF: The said Grantor have signed these presents the day and year first written.



Richard R. Vogt, co-Trustee
Richard R. Vogt & Sarah A. Vogt
Revocable Joint Trust, Jan. 29, 2003



Sarah A. Vogt, co-Trustee
Richard R. Vogt & Sarah A. Vogt
Revocable Joint Trust, Jan. 29, 2003

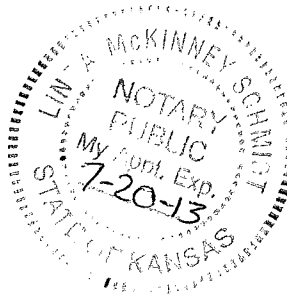
STATE OF KANSAS)
Sedgwick COUNTY) ss:

Personally appeared before me a notary public in and for the County and State aforesaid Richard & Sarah Vogt, Trustees came to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 17th day of August, 2009.
(city)


Notary Public

My Commission expires: 7-20-13



EASEMENT

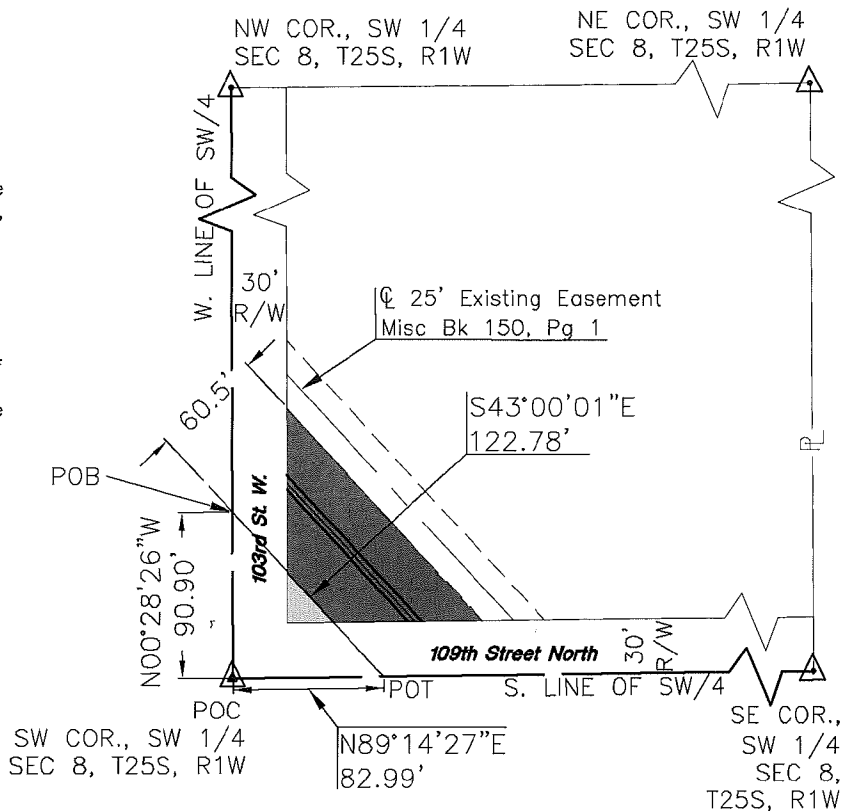
A 60.5 feet wide strip of land lying on the left side (northeasterly side) of a line described as: Commencing at the southwest corner of the Southwest Quarter of Section 8, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N00°28'26"W, 90.90 feet along the west line of said Quarter to the Point of Beginning; thence S43°00'01"E, 122.78 feet to the Point of Termination, said point lying on the south line of said Southwest Quarter and being N89°14'27"E, 82.99 feet from the southwest corner of said Southwest Quarter. Said tract contains 5,949 square feet (0.14 acres), more or less, excluding road right of way.

The above easement adjoins the southwesterly side of an easement described in Condemnation Case No. 104,110 and recorded in Miscellaneous Book 150, Page 1.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the west line of said Quarter and on the south line of said Quarter.

CONSTRUCTION EASEMENT

All that part of the Southwest Quarter of Section 8, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas lying south and west of a line described as: Commencing at the southwest corner of the Southwest Quarter of Section 8, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N00°28'26"W, 90.90 feet along the west line of said Quarter to the Point of Beginning; thence S43°00'01"E, 122.78 feet to the Point of Termination, said point lying on the south line of said Quarter and being N89°14'27"E, 82.99 feet from the southwest corner of said Southwest Quarter. Said tract contains 359 square feet (0.008 acres), more or less, excluding road right of way.



SCALE: 1" = 100'

LEGEND

POC - Point of Commencement
POB - Point of Beginning
POT - Point of Termination

Easement (5,949 sq. ft.) (0.14 acres)
Excluding road right of way.

Construction Easement (359 sq. ft.)
(0.008 acres)
Excluding road right of way.

Proposed Water Line

I:\MAP\2008\08248\DWG APRIL 2009\TRACT MAPS\60.DWG

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

DIAGONAL TRANSMISSION MAIN AND RIVER INTAKE LINE

PROJECTNAME

TRACT 60

SHEET/TITLE

DFL
DESIGNED BY:

DSN/AAM
DRAWN BY:

JCM
CHECKED BY:

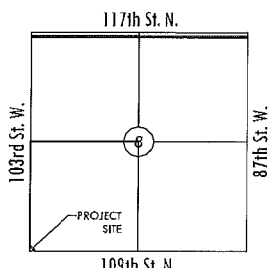
APRIL 2009
DATE

08248
JOB NO.

1 / 1
SHEET/OF

OWNER:

Vogt, Richard R.
& Sarah A. Rev Jt Tr
10024 W 109TH ST N



VICINITY MAP



CDM

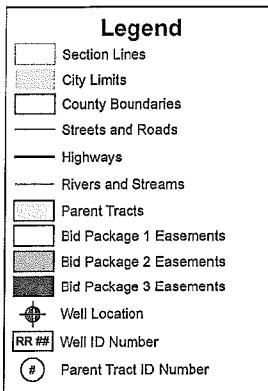
Camp Dresser & McKee
345 Riverview, Ste. 520
Wichita, KS 67203
Tel: (316) 660-6700
consulting • engineering • construction • operations

MKEC
ENGINEERING
CONSULTANTS, INC.



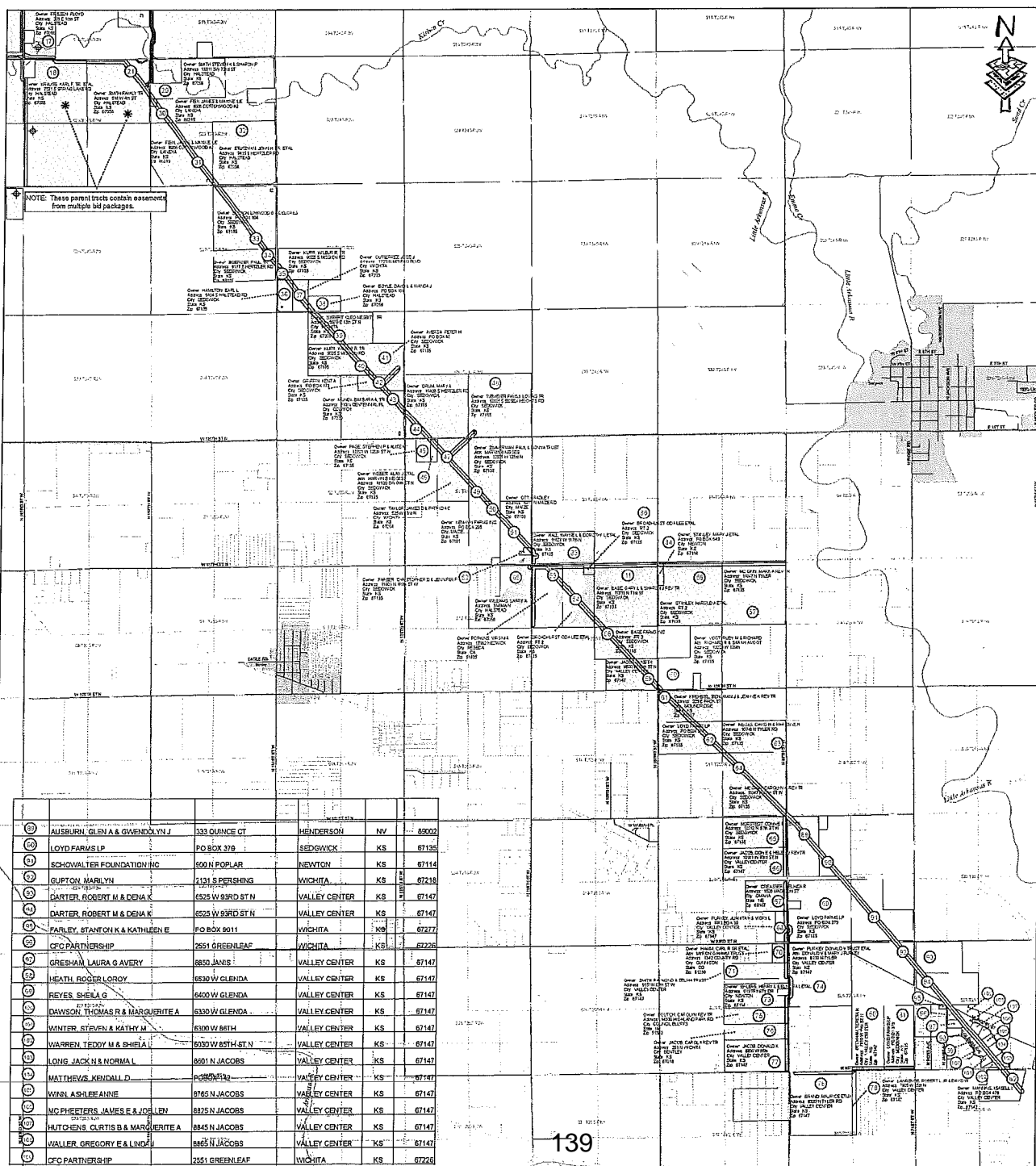
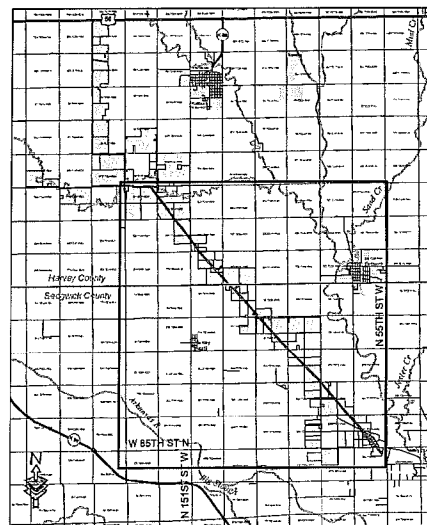
BID PACKAGE 1

Property Acquisition Map



Q:\000707689\Project GIS\ASR Bid Package2 Easements.mxd
 Last saved 2/2/2009 by SAD
 NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
 Projection: Lambert_Conformal_Conic

Professional Engineering Consultants, P.A.
 303 S. Topoka
 Wichita, KS 67202
 Ph. (316) 262-2691
 © 2008 Professional Engineering Consultants, P.A.





**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for August 2009
DATE: September 2, 2009

The following claims were approved by the Law Department during the month of August 2009.

Base, Gary	\$ 134.20
Black Hills Energy	\$ 942.70
Clark, Murray	\$ 750.00
Edwards, Debbie	\$ 100.00
Hancock, Joellen	\$ 42.51
Kansas Gas Service	\$ 417.35**
Resser, Sherry	\$ 169.00
Westar Energy	\$ 1,358.18

*City Manager Approval

** Settled for lesser amount than claimed

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

City of Wichita
City Council Meeting
September 22, 2009

TO: Mayor and City Council

SUBJECT: Intelligent Transportation Systems – Traffic Signal Radios (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the purchase.

Background: On January 15, 2002, the City Council approved an agreement with Sedgwick County and the Kansas Department of Transportation (KDOT) to jointly fund a multi-year program for regional Intelligent Transportation Systems (ITS) projects. One of the projects is to upgrade the existing traffic signal system. The first phase of the project included the installation of new traffic controller units. In order to synchronize the traffic signals in Wichita, traffic control central software must communicate with each traffic controller. This requires the installation of radios at each intersection and corresponding receiving towers. This will allow the City to maintain remote control, enable trouble detection, and monitor the traffic system. As part of a prior contract with the City of Wichita, FP800044 approved by the City Council on July 22, 2008, Electronic Technologies, Inc. (ETI) is installing a portion of the system backbone and 130 subscriber radio units for a sum of \$1,292,372. It is proposed that 437 additional radios be purchased from ETI for installation at intersections, pedestrian crosswalks, and school flashers and the final two receiving antennae be purchased.

Analysis: The existing traffic signal system (originally installed in the late 1980s) consists of Model 170S traffic signal controllers. These controllers are no longer being supplied nor supported by traffic signal vendors/suppliers. The traffic signal industry is migrating toward the Model 2070 traffic signal controllers. Radios provide the most cost-effective method of establishing communication between these controllers. A portion of the radios will be purchased and installed through KDOT project 9123-09, which is funded through a 2004 federal earmark (50%), 2003 federal HDP funds (30%), and General Obligation bonds (20%). Currently, after construction of the radio infrastructure, funding is only sufficient for five radios. However, an additional portion of these funds may become available and reduce the obligation of this project.

Financial Considerations: The cost to purchase and install the remaining radios (437 radio units) is \$928,625; the cost for the two antennae is \$250,000. The total of \$1,178,625, with \$235,725 paid by General Obligation bonds and \$942,400 by federal funds. The cost is included in the proposed 2009-2018 Capital Improvement Program.

Goal Impact: This project addresses the Efficient Infrastructure goal by upgrading the City's traffic signal system

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council approve the purchase of traffic signal controller radios and antennae from Electronic Technologies, Inc., in the amount of \$1,178,625.

Attachments: None.

City of Wichita
City Council Meeting
September 22, 2009

TO: Mayor and City Council

SUBJECT: Traffic Signalization Program (Districts I, II, & V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the project.

Background: The 2007-2016 Capital Improvement Program (CIP) includes an ongoing project to install traffic signals at major intersections.

Analysis: The proposed locations for the 2009 program year are listed below in priority order:

Pawnee & Webb
39th & Webb
Oliver pedestrian crosswalk, between 17th and 21st

Design:
Corporate Hills & Webb
21st & 135th Street West
13th & 119th Street West

Financial Considerations: The budget contained in the CIP for 2009 is \$450,000. The funding source is General Obligation bonds. It is doubtful that the budget is sufficient to install signals at all of the listed locations. Unfunded locations will carry over to the 2010 program and be reprioritized.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by improving traffic flow through busy intersections in the community

Legal Considerations: The Law Department has approved the authorizing resolution as to legal form.

Recommendation/Action: It is recommended that the City Council approve locations, approve the project and adopt the resolution.

Attachments: CIP Sheet and resolution.

First Published in the Wichita Eagle on September 25, 2009

RESOLUTION NO. 09-310

A RESOLUTION FINDING IT NECESSARY TO CONSTRUCT TRAFFIC SIGNAL SYSTEMS AT THE INTERSECTIONS OF PAWNEE AND WEBB; 39TH STREET NORTH AND WEBB; OLIVER, BETWEEN 17TH STREET AND 21ST STREET; CORPORATE HILLS DRIVE AND WEBB; 21ST STREET AND 135TH STREET WEST; AND 13TH STREET AND 119TH STREET WEST (2009 TRAFFIC SIGNALIZATION PROGRAM) (472-84869) AND AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1. That the City of Wichita desires to make certain related improvements as follows:

The design and construction of Traffic Signal Systems.

SECTION 2. That the cost of said improvements shall be paid by the issuance of bonds by the City of Wichita at large. The total cost is estimated not to exceed \$450,000, exclusive of the cost of interest on borrowed money.

SECTION 3. That the advisability of said improvements is established as authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

SECTION 4. That this Resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 22nd day of September, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED:

GARY REBENSTORF, DIRECTOR OF LAW

PROJECT AUTHORIZATION

CITY OF WICHITA

To Initiate Project

To Revise Project

1. Prepare in triplicate

2. Send original & 2 copies to budget.

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.


5. Return 2nd copy to initiating department.

6. Send 3rd copy to Controller.

X	
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1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 9/4/2009	4. Project Description & Location 2009 Traffic Signalization Program
5. CIP Project Number MS-	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required	As Required		
12A.			
12. Project Cost Estimate			
ITEM	GO	SA	KDOT
Right of Way			TOTAL
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer			
Sidewalk			
Water			
Traffic Signals	\$450,000		\$450,000
Totals	\$450,000		\$450,000
Total CIP Amount Budgeted			
Total Prelim. Estimate			

472-84869

13. Recommendation:	Approve project and ordinance				
Division Head	Department Head	Budget Officer	City Manager		
					

**City of Wichita
City Council Meeting
September 22, 2009**

TO: Mayor and City Council

SUBJECT: Relocation of NuStar Pipe Line along 21st Street North, between
K-96 Expressway and 159th Street East (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On October 21, 2008, the City Council approved a construction contract to improve 21st Street North between K-96 Expressway and 159th Street East. The developer of the Monarch Landing Subdivision (north side of 21st, west of 159th) requested a right turn/deceleration lane adjacent to the development be added to the project. NuStar Pipeline was located in a prior existing private easement; road right-of-way acquired for the project overlay this private easement. Drainage system improvements associated with the added turn lane required relocation of a 100 foot segment of pipeline owned by NuStar Pipeline Operating Partnership L.P. It is the responsibility of the developer to pay the costs of necessary utility relocation due to the presence of the original easement. On May 12, 2009, the City Council approved an agreement to pay the estimated relocation cost of \$29,042.00 to NuStar Pipeline. Relocation of the pipeline has been completed; actual costs for the required work are \$35,688.98 due to increased material and labor costs.

Analysis: An invoice has been submitted by NuStar Pipe Line Operating Partnership L.P. for \$35,688.98.

Financial Considerations: Funds are available in a paving petition submitted by the developer. The funding source is special assessments.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by improving an important transportation route.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the payment to NuStar Pipeline Operating Partnership L.P..

Attachments: NuStar Energy L.P. Invoice

INVOICE

NuStar Energy L. P.

City of Wichita
455 North Main
Wichita, KS 67202

Attention: Mayor Carl Brewer

Business Address: 7340 West 21st St. N., Ste 200
Wichita, KS 67205
(316) 773-9000

TERMS- Net Due On Receipt

SHIPMENT NO.

PAGE NO.

1

DATE: August 6, 2009

INVOICE NO 9-806

CUST #: 6100-611002- 146210

NuStar Energy Project: AFE CE09:050

Augusta - 21st Street Relocation - Wichita, KS - CC 610065

Reimbursement at 100% of the actual costs associated with the relocation of a 100 foot section of pipeline for the construction of the proposed 21st Street Improvements. Reference NuStar Agreement signed May 15, 2009.

Total reimbursement due:

\$35,688.98

=====

Reference attached Actual Cost Summary and copies of Invoices.

Revised 8/06/09

21st Junction Relocation

PROJECT: Relocate Main Line - 21st Junction

PAGE: 1 OF 1

AFE NO. CE09-050 LOC. CODE: 610065 PROJECT LOCATION: Wichita to Augusta Line Segment

Revised 8/3/09 AK



PIONEER STEEL & TUBE CORP.
1660 LINCOLN ST., STE. 2300
DENVER CO USA

REMIT TO:
PO BOX 70069
CHICAGO IL
60673-0069

INVOICE
ORIGINAL

80264

PAGE 1

PH#: (303)-289-3201

STATE SALES TAX NUMBER	INVOICE NUMBER 18109275	INVOICE DATE 05/26/09	CUSTOMER NO. 1110685	CUSTOMER'S ORDER NO. 4501265307 S. RAMSEY
NET 30 DAYS		WHSE X	DEST. X	COMMON CARRIER

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NUSTAR LOGISTICS OPERATION L.P.
P.O. BOX 781509
ATTN: CORY JORDAN
SAN ANTONIO, TX 78278

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NUSTAR LOGISTICS OPERATION L.P.
1624 SUNSET ROAD
ATTN: CHARLEY YOUNG 316-655-3795
EL DORADO, KS 67042

QUANTITY	U/M	PRICE	DESCRIPTION	AMOUNT
310 6960 7	FT 7IN LB PCS	32.7000 FT	FUSION BOND COATED PIPE 8.625X.250 API5L/X42/X52 PSL2 L:44' 7@44'0"RL SEE TALLY HT# CSI T47399A/T47496	10156.07
<div>RECEIVED JUN 02 2009 NUSTAR A/P DEPT.</div>				
<div>Pipe Breakdown 100' @ 32.70 = 3270.00 + Tax 5.3 173.31 = 3,443.31 210' @ 32.70 = 6,886.07 + Tax 364.96 = 7,251.03 6,886.00 19.07 6,886.07 10,156.07 + Tax 538.27 = 10,694.34</div>				
SUBTOTAL				10156.07
SALES TAX - STATE				.00
SALES TAX - OTHER				.00
INVOICE TOTAL				10156.07 + 538.27



MERCHANDISE MAY NOT BE RETURNED WITHOUT OUR APPROVAL

**CITY OF WICHITA
CITY COUNCIL MEETING
September 22, 2009**

TO: Mayor and City Council
(All Districts)

SUBJECT: Renewal of Air Quality Program Grants

INITIATED BY: Environmental Services Department

AGENDA: Consent

Recommendation: Approve renewal of the grants contract.

Background: Since 1972 the City has received grant funding from the Environmental Protection Agency to operate the local air quality program. Additional funding from the Kansas Department of Health and Environment has been provided since 1994. Program objectives include inspection of air pollution sources, air monitoring for specified pollutants and toxic compounds, complaint investigations, voluntary vehicle emissions testing, and educational activities. This program, through contracts with KDHE, covers the City of Wichita and Sedgwick County.

Analysis: Three separate grants allow the Department of Environmental Services to provide comprehensive air quality services that address public health and environmental protection issues throughout the county. This federal and state support allows a level of service that would be difficult to provide utilizing only local funding. The local program has been in existence for thirty-five years, and the department has maintained good working relationships with EPA and KDHE staff during this time. Continued community cooperation is essential in dealing with the air quality issues inherent in a growing urban region such as the Wichita metropolitan area.

Goal Impact: The grants support the goals for Safe and Secure Communities.

Financial Considerations: Four staff positions are supported through the grants.

- EPA Section 103 grant amount for SFY 2010 will be \$45,257. No local matching funds are required.
- EPA Section 105 grant amount for SFY 2010 will be \$90,564. Use of support staff time, office space and utilities are provided by the City of Wichita as a required 40% local match.
- KDHE grant amount for SFY 2010 will be \$162,714. No local matching funds are required.

These grants total \$298,535 for SFY 2010 beginning October 1, 2009. This is an \$18,000 reduction in funding from that of SFY 2009 (\$316,714). This reduction is due because KDHE has lost some of its program funding. ES has notified KDHE that the impact of this reduction may be in maintenance of air quality equipment.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation: Approve renewal of the grants and authorize the necessary signatures.

Attachment: SFY 2010 Grant Contract between KDHE and Wichita Department of Environmental Services

GRANT CONTRACT

between

SECRETARY OF HEALTH AND ENVIRONMENT OF KANSAS

and

CITY OF WICHITA, DEPARTMENT OF ENVIRONMENTAL SERVICES

Section I – Purpose and Financial Summary

This contract is entered into between the Kansas Department of Health and Environment (KDHE) and the City of Wichita, Department of Environmental Services (WDES). The purpose of this contract is to establish a formal partnership between WDES and the KDHE to implement the Kansas Air Quality Act in the City of Wichita and Sedgwick County. This contract authorizes WDES to provide air quality protection services specified in this agreement and the Environmental Program Work Plan for FY 2010 (Appendix A), and defines the funding arrangements for such services which are to be provided. The contract period is from October 1, 2009 to September 30, 2010.

Summary of Grant Expenditures by Fund

Federal 105 Grant ¹ up to:	\$90,564.00
WDES 40% Match up to:	\$60,376.00
Federal 103 Grant ¹ up to:	\$45,257.00
State of Kansas Air Quality Fee Fund up to:	\$162,714.00
Total Grant not to exceed:	<hr/> \$358,911.00
Total KDHE Reimbursement not to exceed:	\$298,535.00

Summary of Grant Expenditures by Activity

Compliance and Enforcement, Planning, Public Education and Outreach, Emission Reduction Strategies, Ambient Air Monitoring, Local Priorities, and Program Maintenance	\$245,910.00
Match	\$60,376.00
Indirects	\$52,625.00
Total Grant not to exceed	\$358,911.00

¹ From State of Kansas Allocation

See Appendix F for an explanation of local match expenditures. When actual expenditures are totaled, the total comes to \$66,557.00 per year. WDES required match amount is \$60,376.00. These local funds are used as WDES match to support the monitoring, inspections, public education, planning and other activities detailed in the contract.

Section II – Requirements – WDES Agrees:

1. To perform the duties and tasks specified in the contract and FY 2010 Work Plan, to implement the Kansas Air Quality Act and Kansas Air Quality Regulations, and to provide documentation of satisfactory completion of work.
2. To not use the KDHE funds to supplant other WDES funds and to provide matching funds from non-federal sources towards the successful completion of Section 105 purposes in an amount equal to 40% of funds expended for Section 105 purposes.
3. To only use the Air Quality Fee Fund money for Title V permit program related activities, and to only use the Federal 103 and 105 money for air quality related activities associated with the Kansas Air Quality Act and FY 2010 Work Plan which may be amended under the provisions of Section IV.4.
4. To only use the Program Maintenance money for local air program purposes and other state or local activities not covered by the activity-specific allocations, including, but not limited to: reporting, complaint inspections, compliance assistance, and other functions necessary to carry out the monitoring, inspection, enforcement, outreach and other elements of the BOA air program or additional activity-specific allocations that may be assigned by the KDHE, other than indirect, or air quality complaints. EPA does not require participation in and funding of National Association of Clean Air Agencies (NACAA). WDES participation in NACAA is discretionary and non-federal program maintenance funds may be used for said purposes.
5. To participate in the implementation of the Kansas Air Quality Act and provide documentation of satisfactory progress toward meeting the objectives in accordance with the FY 2010 Work Plan. WDES shall submit to the KDHE quarterly progress reports as specified in the FY 2010 Work Plan, quarterly MBE/WBE verification on EPA Form 5700-52A – (5/96) for Federal 105 and 103 monies, quarterly Certified Expenditure Affidavit, and any other information that may be requested.
6. To obtain written approval in advance for the purchase of any item of equipment costing \$5,000.00 or more, and for any subcontract. All purchases with contract funds shall be the property of WDES upon termination of this contract. The purchase shall not be segmented or otherwise structured to avoid the \$5,000.00 limit.
7. To retain financial aid and programmatic records, supporting documents and statistical records for five years from the date the final expenditure report is submitted. If litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues that arise from it. Upon written request from the KDHE (or authorized representative) or Kansas Legislative Post Audit, WDES will allow access to any payroll records, supported by time and attendance records for employees, documents, and records necessary to certify compliance with the KDHE grant awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal grants and regulations.

8. If practical, to provide advanced notice to the KDHE of permit inspections and enforcement actions taken by WDES that are based solely upon WDES air quality regulations, and to coordinate such actions with the KDHE to make sure a regulated source is not unduly burdened by multiple permit inspections or enforcement actions for a single cause or set of causes.
9. To include in all statements, press releases, websites, program activities, bid solicitations, and other documents, under the provisions of Section 83 of 2005 House Bill 2482 the phrase “paid for (in part) by the Kansas Department of Health and Environment.”
10. To obtain an audit in accordance with the Federal Single Audit Act of 1984, and OMB Circular No. A-133, Audits of State and Local Governments, and Other Nonprofit Organizations, and to submit complete copy of the single agency audit report to the KDHE within 12 months after the end of the WDES’ fiscal year.
11. To comply with the Age Discrimination Act of 1975, Section 501 of the Rehabilitation Act of 1973, Title IX of the Educational Amendments of 1972, Title IV of the Civil Rights Act of 1964 and further agrees not to exclude from participation in, or deny the benefits of services to any person on the basis of race, color, gender, sexual orientation, gender identity, religion, national origin, ancestry, age, military or veteran status or disability status; with the Recipient Certification requirements of the Drug-Free Workplace Act of 1988; and with the Federal Anti-Lobbying Act of 1990.
12. To comply with all EPA grant regulations located under Title 40 of the Code of Federal Regulations (CFR), Part 31, as published as of the date of this agreement, and to specifically adhere to the “Fair-Share” policy to solicit Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) when contracting for goods or services. The specific steps to comply with this requirement are stated in 40 CFR 31.36(e) as in effect on July 1, 2004 (See Appendix B).
13. WDES and any prospective participants shall fully comply with Subpart C of 40 CFR Part 32, as published as of the date of the agreement, entitled “Responsibilities of Participants Regarding Transactions.” Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled “Covered Transactions,” includes a term or condition requiring the inclusion of a similar term or condition in a subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment (See Appendix B).
14. WDES shall ensure that all information received pertaining to enforcement actions either under consideration or in process shall be held confidential by its employees and any contractors, and shall not be shared with, or transmitted or communicated to any third party, and shall be bound by the Confidentiality Agreement (See Appendix C).
15. WDES agrees that its employees will adhere to ethical standards as established in K.S.A. 46-215, *et seq.*, and shall apply these standards to all aspects of performance during the term of this agreement.
 - a. The term “*making of a contract*” as used in K.S.A. 46-233 shall include all activities connected to the making of a contract, regulating, inspecting, enforcement or any other such activity as required in the official function and furtherance of duties and obligations set forth in this agreement.

- b. For the purpose of this agreement the meaning of “*state employee*” shall be considered as those WDES employees connected with the Air Quality Department.
- c. Protection of “*privileged information*” shall include information disclosed from the KDHE – BOA to WDES that is required to perform any action described in sub-section (a.) above. Public or private disclosure of any such information is expressly prohibited.

Section III – KDHE Agrees:

- 1. To make payments, not to exceed \$162,714.00 from the Air Quality Fee Fund; not to exceed \$45,257.00 from the Federal 103 fund; and not to exceed \$90,564.00 from the Federal 105 funds to WDES for conducting the KDHE Air Quality Program as authorized in the FY 2010 Work Plan (See Appendix A).
- 2. To the extent possible, the KDHE - BOA will seek input from WDES on issues governed by this contract prior to making decisions or taking actions that will affect WDES’ Air Quality Program.
- 3. To provide regular updates on enforcement actions pertaining to sources in the City of Wichita and Sedgwick County, including but not limited to written acknowledgements that WDES enforcement action recommendations have been received by the KDHE.
- 4. To work with WDES and other local partners to: establish and annually update strategic goals, objectives and strategies for reducing emissions and improving air quality.
- 5. To provide WDES with prior approval from the KDHE - BOA, an opportunity to shift workload and funds to other eligible air program activities if the targeted activities laid out in the FY 2010 Work Plan cannot be completed because they are demand driven or the KDHE is unable to refer work to WDES as specified in this agreement.

Section IV – Other Terms and Conditions - It is mutually agreed:

- 1. WDES will request reimbursement within 30 days of the end of each quarter. The KDHE shall provide reimbursement in accordance with the “Kansas Prompt Payment Act” (K.S.A. 75-6401 through 75-6407), upon receipt of satisfactory progress reports, MBE/WBE verification, and quarterly Certified Expenditure Affidavit.
- 2. That this agreement may be canceled by either party upon 30 days written notice to the other party, except that the KDHE may cancel this agreement without such notice in the event of loss of funding. Funding of this agreement is contingent upon the availability of funds in the Air Quality Fee Fund, receipt of federal funds from the U.S. Environmental Protection Agency (EPA), and availability of funds in the State Treasury. This contract, including Work Plan, may be amended in writing when duly executed by both parties. The contract is subject to a pro-rata reduction contingent upon the amount of reduction of federal grant dollars allocated to the KDHE - BOA.

3. All indirect costs incurred implementing the WDES component of this contract shall not exceed 21.4% of following: the total expenditures of the Air Quality Fee Fund, Federal 105 and Federal 103 monies authorized under this contract for Compliance and Enforcement, Planning, Public Education and Outreach, Emission Reduction Strategies, Ambient Air Monitoring, Program Maintenance and Local Priorities, less local match.
4. That the provisions found in Contractual Provisions Appendix E (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

Contract Administrators:

Kansas Department of Health and Environment – Linda Vandevord, 785-296-6423, 1000 SW Jackson, Ste. 310, Topeka, KS 66612-1366

City of Wichita, Department of Environmental Services – Kay Johnson 316-268-8351, 1900 East 9th Street, Wichita, Kansas 67214

In WITNESS WHEREOF, the parties hereto have affixed their signatures.

By signing this agreement, the person below warrants that he or she has the authority to sign this document and to bind WDES and the KDHE to its terms.

Carl Brewer, Mayor
The City of Wichita, KS
By order of the City Council

Date: _____

Attest:

Karen Sublett
City Clerk

Date

Roderick L. Bremby
Secretary
Kansas Department of Health and
Environment

Date: _____

Approved as to form:

Gary E. Rebenstorf
Director of Law

Date

APPENDIX A
LOCAL AGENCY WORK PLAN
For
CITY OF WICHITA, DEPARTMENT OF ENVIRONMENTAL SERVICES
FY 2010
Contract Period October 1, 2009 – September 30, 2010

The Bureau of Air (BOA), on behalf of the Kansas Department of Health and Environment (KDHE), and the City of Wichita, Department of Environmental Services (WDES) hereby agrees to comply with the cooperative intent of the Clean Air Act within the City of Wichita and Sedgwick County as follows:

I. Contacts

Issue/Activity	Primary State Contact	Phone #	Primary WDEH Contact	Phone #
General				
General Administrative Duties	Rick Brunetti	785-296-1551	Kay Johnson	316-268-8351
Compliance and Enforcement				
Administrative Issues; QA/QC	Vick Cooper	785-296-1561	John Stark	316-268-8353
Compliance and Enforcement	Russ Brichacek	785-296-1544	John Stark	316-268-8353
Planning Activities				
Air Planning Activities	Tom Gross	785-296-1692	John Stark	316-268-8353
Emission Reduction Strategies				
Blue Skyways	Doug Watson	785-296-0910	John Stark	316-268-8353
Public Outreach				
Public outreach	Kathleen Waters	785-296-1575	John Stark	316-268-8353
Monitoring				
Administrative Issues	Tom Gross	785-296-1692	John Stark	316-268-8353
Network design/configuration	Doug Watson	785-296-0910	John Stark	316-268-8353
General Operation and Maintenance	Fred Diver	785-296-6289	John Stark	316-268-8353
Sample or data submission	Mike Martin	785-296-1571	John Stark	316-268-8353
Data Issues	Doug Watson	785-296-0910	John Stark	316-268-8353

II. Compliance and Enforcement

- A. WDES and BOA agree as follows:
1. The WDES will conduct inspections and investigations and make weekly submittal of all supporting documents in accordance with procedures outlined in the following documents:
 - BOA, Air Quality Compliance and Enforcement Training Manual
 - Kansas Air Quality Regulations and Statutes
 - Applicable CFR
 2. The WDES will provide initial enforcement investigation and the retrieval of support information and documentation, and will participate in monthly BOA/WDES enforcement coordination calls.

3. The WDES inspection results will be documented on accepted and agreed upon inspection forms. A copy of the letter to the source discussing inspection results will be sent to BOA within fifteen business days of completion of inspection. Copies of inspection reports and letters will be mailed to BOA each Friday. Inspections/FCEs will be scheduled by WDES with a goal of 25% of the inspections/FCEs completed per FY quarter. WDES shall submit a list of sources recommended to be inspected to BOA by September 1st of each year.
4. WDES agrees to maintain a minimum of 2 qualified performance observers at all times.
5. If noncompliance with regulations are observed and documented during an inspection, BOA will be notified in accordance with BOA enforcement policy. Notices of Noncompliance issued by WDES will be tracked by both WDES and BOA, with required follow up in accordance with BOA Enforcement Policy. BOA will review and determine if noncompliance documented is subject to EPAs High Priority Violator (HPV) policy. Departmental Orders and Consent Agreements will be determined and issued by BOA in accordance with BOA Enforcement Policy.
6. Evaluation inspections will be completed within 90 days of notification of start up for Class I, NSPS, and MACT sources, and within 180 days of notification of start up on Class II and non-NSPS sources. Evaluation inspections will be documented on accepted and agreed upon forms, and a letter will be sent to the source within seven days of the completed inspection, and a copy will also be sent to BOA.
7. WDES is responsible for responding to complaints received from individuals, BOA, or other governmental agencies within 2 business days (depending on the urgency) of receipt of complaint during normal business hours. WDES will contact the complainant by telephone or other appropriate methods. When necessary, on-site investigations will be conducted within two working days of receipt of complaint. Investigative reports will be submitted to BOA within seven days of completion of the investigation. Open Burning activities shall be pursuant to Kansas Open Burning Prohibition and Exception regulations.
8. WDES will provide quarterly updates on the Compliance and Enforcement activities performed.
9. WDES agrees to attend/participate in the monthly enforcement coordination calls.
10. WDES agrees to attend/participate in the semi-annual meetings in Topeka.
11. At the end of the 4th Quarter, final contract payment will be reduced by \$1,500.00 for every inspection not completed. If the number of complaints is not received, no penalties will be imposed.

B. Inspection list

<u>Class I sources:</u>	<u>Frequency</u>
1730006 Grede Foundries	1
1730012 Westar-Colwich	1
1730014 Westar Energy, Inc.	1
1730019 Cessna Aircraft Company-Mid-Continent	1
1730022 Hawker BeechCraft Corporation	1
1730023 Air Products – Haysville	1
1730029 Cargill, Inc.	1
1730045 ConocoPhillips Pipe Line Company	1
1730052 Learjet, Inc.	1
1730055 Boeing Integrated Defense Systems	1
1730058 York Unitary Products	1
1730059 CNH America, LLC	1 CAI
1730068 The Coleman Company, Inc.	1
1730070 OxyChem – Wichita plant	1
1730075 Cessna Aircraft Company – Pawnee plant	1
1730152 Nex-Tech Processing, Inc.	1
1730153 Coleman – Maize	1
1730155 Chance Rides Mfg, Inc.	2
1730165 Globe Engineering Company, Inc.	1
1730173 Custom Cupboards, Inc.	1
1730225 City of Wichita-Dept. of Public Works	1
1730309 Spirit Aerosystems, Inc.	1
Total Sources =19	23

<u>Class II sources:</u>	<u>Frequency</u>
1730001 Cereal Food Processors	1
1730005 McConnell Air Force Base	1
1730008 Ferroloy, Inc.	1
1730034 CCGP, Inc.	1
1730036 APAC-Kansas, Inc., Shears Division	1
1730044 LaFarge North America, Inc.	1
1730069 Bartlett Grain Company, L.P.	1
1730078 Darling International, Inc.	1
1730097 Rich Mix Products, Inc. dba Quikrete	1
1730105 St. Francis Regional Medical Center	1
1730106 St. Joseph Medical Center	1
1730107 Wesley Medical Center	1
1730108 Wichita State University	1
1730109 Wilko Paint, Inc.	1
1730110 Robert J. Dole Veterans Administration Medical Center	1
1730130 CononcoPhillips – Wichita South	1

1730132	Valassis Manufacturing Company	1
1730135	Sedgwick County Public Works	1
1730139	SFB Plastics, Inc.	1
1730147	Fiber Glass Systems, L.P.	1
1730154	Metal Finishing Company, Inc.	2
1730161	Clean Harbors Kansas, Inc.	1
1730163	Apex Engineering International, LLC	1
1730164	Apex Engineering (W. 2 nd)	1
1730168	EarthGrains Baking Companies, Inc.	1
1730196	Kansas Plating Inc.	1
1730197	Hawker BeechCraft Services	1
1730232	Precision Pattern, Inc.	1
1730247	HOC Industries, Inc.	1
1730252	Sonaca NMF America, Inc.	2
1730283	Marble Products	1
1730284	Kice Industries – North Facility	1
1730326	Capps Manufacturing, Inc.	1
Total Sources = 33		35

B Sources:

Frequency

1730201	Senior Aerospace	1
1730290	Best Cleaners (W. 21 st)	1
1730291	Best Cleaners (E. 21 st)	1
1730292	Eastside Cleaners	1
1730295	Value Cleaners	1
1730298	Courtesy Cleaners	1
1730299	Discount Cleaners	1
1730300	Royal Cleaners	1
1730301	Elite Cleaners	1
1730302	Morgan Cleaners	1
1730305	Lee's Cleaners	1
1730306	College Hill Cleaners	1
1730308	Pleasant Valley Cleaners	1
		13

Total Inspections = 71

C. Quarterly Report Requirements

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

III. Planning Activities

A. WDES & BOA agrees as follows:

- WDES will continue the Wichita Air Quality Task Force planning process.
- WDES will implement a Public Education and Awareness Plan and the list of strategies from the Public Education & Awareness plan and will take the lead in implementing private and public sector emission reduction strategies through the Wichita Air Quality Task Force and report implementation progress. Priorities for implementation for FY 2010 shall be determined by WDES with guidance from the Task Force.
- In conjunction with Air Quality Emission Reduction Strategies, the Air Quality Task Force identifies measures they can undertake to reduce air emissions.
- WDES will develop a list of activities that the City of Wichita could initiate to reduce air emissions from City operations with input from other City departments. The list will be provided to all City departments and WDES will coordinate with the other departments to implement some or all of the activities identified. Reducing energy consumption from city operations will help reduce air pollution and other emissions.
- Identify air quality partners within the four-county Metropolitan Statistical Area (MSA) and provide public outreach information to them.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

IV. Emission Reduction Strategies

A. WDES & BOA agrees as follows:

- WDES will provide leadership in the Wichita area for EPA's Blue Skyways Collaborative (I-35 corridor project) and establish a goal for recruiting new partners, initiating mobile air pollutant reduction strategies and coordinating these activities through the KDHE and EPA contacts.
- WDES will take the lead along with the KSU Small Business Environmental Assistance Program (SBEAP) in conducting a workshop/webinar focused on emissions reduction from mobile sources.
- WDES will work toward the development of an idling reduction policy for the City of Wichita vehicle fleet and will work with other City departments to implement any approved policy during FY 2010.
- WDES will contact four outlying public school districts in the City of Wichita to encourage them to commit to school bus idle reduction

strategies similar to those that were recently implemented by the City of Wichita Public Schools.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

V. Public Education, Outreach Activities

A. WDES & BOA agree as follows:

- The WDES will continue to implement its Public Education and Awareness Plan and coordinate with BOA (and SN, WY and JO counties) in early fall to begin the planning process for implementation of coordinated Air Quality Awareness Week activities occurring in May of 2010. WDES will then carry out the selected activities in the City of Wichita and Sedgwick County.
- The WDES will work with BOA to provide outreach to inform government, commercial, and industrial sources about opportunities to join the State of Kansas as a member of the Climate Registry.
- The WDES will continue to implement a local distribution strategy for air quality related educational materials and brochures including maintenance of AQ information on the City web site and encouraging the City to include the same information on its web site.
- The WDES will give presentations on air quality at educational events.
- WDES will continue a series of air quality related materials that will be aired on City Cable Channel 7 and radio shows. These educational spots will promote seasonal themes such as ozone and carbon monoxide awareness. Channel 7 provides information 24 hours a day, seven days a week, so these air quality educational materials will be presented to the public via Channel 7 for approximately 4400 minutes per year.
- WDES will conduct a minimum of five voluntary vehicle emissions testing events during FY10 ozone season. These events will be publicized through news media and other venues to encourage citizen participation. Vehicles tested in the events will be checked for tailpipe emissions and leaking gas caps. Vehicle owners will be given a copy of the testing results and will be provided with educational information that explains how they can help reduce air pollution in the urban area.
- The WDES will continue to provide lawn and garden information where appropriate.
- WDES will provide support for SBEAP's air quality related activities in Wichita as requested by the KDHE and SBEAP's local office.
- WDES will implement a regional Air Quality awards program for business and the community sector to recognize air pollution reduction efforts.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

VI. Ambient Air Monitoring

A. Requirements

1. WDES will operate the National Air Monitoring Stations (NAMS), State/Local Air Monitoring Stations (SLAMS), and Special Purpose Monitors (SPM) and make timely submittal of all samples and data in accordance with procedures presented in the following documents:
 - 40 CFR Part 58,
 - State of Kansas Implementation Plan for Attainment and Maintenance of NAAQS, Sec. E – Monitoring Plan,
 - Kansas Ambient Air Monitoring Quality Assurance Program/Project Plans (QAPPs) and associated standard operating procedures (SOPs), and,
 - Instrument Operator’s Manuals.
2. Additions, deletions, and changes in activities will be negotiated and set out in addenda to this Work Plan.
3. WDES agrees to provide monitoring field support to BOA in responding to natural disasters or other emergent situations. This field support can only be provided with the concurrence of the Wichita City Manager. BOA agrees that the request for assistance will include an explanation of the duties that BOA would like WDES to assist with and an approximation of the length of time the assistance would be required. If WDES is unable to meet other contractual obligations due to providing this field monitoring support, BOA agrees to renegotiate those provisions.
4. Quarterly Reporting Requirement

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

B. General

1. Operation: WDES will make regularly scheduled site visits, and additional site visits as necessary for maintenance, repairs, and QA/QC activities. Document all site visits and activities, and maintain required records and logs.
2. Maintenance: WDES will perform minor repairs or secure repair service from manufacturer as needed, and coordinate more difficult problems with

BOA field staff. Notify BOA by the next working day that an ambient air monitor is down due to equipment failure and provide estimated down time for repairs. Document all maintenance and repair activities, and maintain required records and logs.

3. Quarterly Reporting Requirement

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

C. Particulate Matter/PM₁₀

1. WDES will retrieve/change PM₁₀ filter elements on schedule. Submit PM₁₀ filters to BOA within 10 working days of the end of the month.
2. WDES will biannually inspect PM₁₀ motors and change brushes (change motors as needed). Perform PM₁₀ calibrations and maintenance.
3. WDES will perform annual orifice calibrations and support equipment calibrations. Perform NPAP audit as necessary.
4. Quarterly Reporting Requirement

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

D. Continuous PM₁₀

1. WDES will perform biweekly flow checks and perform diagnostic checks. Simultaneously replace filter element and clean inlet as necessary.
2. WDES will perform leak check prior to hardware and software calibrations. Perform hardware and analog output calibration at least once every twelve months. Perform software calibration every six months. For samplers in small “doghouse” shelters, check air conditioning unit every six months.
3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

E. PM_{2.5} FRMs

1. WDES will retrieve/change, prepare, and ship PM_{2.5} filter elements (including field blanks) to contract laboratory on schedule. Collect field blank after every tenth routine sample. Download/record, review, and transmit required data from samplers.
2. WDES will perform monthly verifications (temperature, pressure, leak check, flow rate). Change impactors after every five sampler runs. Perform annual calibrations.
3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

F. PM_{2.5} Speciation

1. WDES will retrieve/change, prepare, and ship filter cassettes to laboratory on schedule. Submit field blanks and trip blanks to laboratory. Download/record, review, and transmit required data from speciation sampler.
2. WDES will perform monthly verifications (date and time, temperature, pressure, leak check, flow chart) and annual calibrations.
3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

G. Continuous Gaseous Monitors

1. WDES will perform weekly maintenance. WDES will check monitor reading vs. data logger reading quarterly or when coming back on line after downtime and report by the KDHE by voice telephone.
2. WDES will assist BOA field staff in biannual calibrations. Perform NPAP audits as necessary.
3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

H. Review and Submission of Data

1. WDES will transmit PM_{2.5} sampler data to BOA prior to the 7th of the following month. Submit data quality report by the 15th of the following month.
2. WDES will quarterly: collect a minimum of 85% complete and valid samples and data from at least 90% of SLAMS and NAMS continuous pollutant monitors (including TEOMs). Collect a minimum of 75% complete and valid samples and data from at least 90% of SLAMS and NAMS particulate matter samplers (HiVol PM₁₀ and Sequential PM_{2.5}).
3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

I. Other Monitoring Projects Sumner County (Peck Community Center) PM_{2.5}

1. WDES will operate and maintain the existing PM_{2.5} sampler at the Peck Community Center in Sumner County and the Colvin School monitor in the City of Wichita for FY 2010 or the duration of the monitoring site in the manner described above.
2. WDES will set up, operate, and maintain the EPA School Air Toxics monitoring site at the Colvin Elementary School in the City of Wichita in accordance with EPA's SOP's and Monitoring Workplan for FY2010 or the duration of the monitoring project.
3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

J. Payment Schedule

1. WDES will provide quarterly updates on the progress of the Ambient Air Monitoring activities.
2. Schedule

Monitoring	Number
NO _x	1
CO, O ₃ , SO ₂	4
PM ₁₀	1
cPM ₁₀	4
PM _{2.5} – Regular	3
PM _{2.5} – Colo	1
Speciation 1/6	1

Peck PM _{2.5}	1
Regular	
Colvin School	1
Total	17

3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

VII. Local Priorities

- A. Local Priority funding may be used to carry out air quality related tasks that are consistent with KDHE goals. This may include performing more of an activity that is in the agreement, such as complaint investigations, activities related to air emissions and pollution or outreach activities. It also could include performing other related tasks that the local agency believes are important to meet local goals.

- B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

VIII. Program Maintenance

- A. WDES & BOA agree that Program Maintenance are to support activities related to the assistance of the state air program: 1) not specifically covered by the activity specific allocations, including training, reporting, and other functions necessary to carry out the air compliance and enforcement, public education, planning, and other elements of the air program, 2) additions to specifically identified allocations that may be assigned by the KDHE other than indirect costs, including 3) complaint inspections and 4) compliance assistance.

- B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

IX. Indirect Costs

- A. WDES & BOA agree to an indirect costs associated with this contract of 21.4% of the total account reimbursed by BOA.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/09)	2nd Quarter (1/01 – 3/31/10)	3rd Quarter (4/01 – 6/30/10)	4th Quarter (7/01 – 9/30/10)

- X. The KDHE requires quarterly participation in meetings and conference calls to discuss issues that are related to the past and upcoming events with updates on the activities of each contract. *Scheduled Dates -TDB-*

Appendix B

Subject:

Grant Administration – Procurement Requirements
Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Vendor
Debarment

Purpose:

To assist local government grantees in complying with Title 40 of the Code of Federal Regulations (CFR), Part 31 and 32 requirements for product or service procurement.

Narrative:

The KDHE fully supports and requires compliance with all Federal and State legislation requiring fair and open competition for product or service procurement. As a requirement for continued grant funding all grantees agree to adhere to and abide by the regulations that pertain to this matter. This appendix is intended to be a resource to grantees so that they may easily locate the information and instructions they may need to comply with this regulation.

NOTE: The following information is provided as a resource only and is in no way represented to be complete. Use of local or regional databases available from chambers of commerce or business alliances is strongly encouraged.

- EPA Form 5700/52A (5/96) - Online:
<http://www.epa.gov/ogd/forms/forms.htm>
- EPA Laws & Regulations – Online:
<http://www.epa.gov/lawsregs/>
- **Online database resources for identifying MBE/WBE:**

Kansas Department of Commerce/Kansas Department of Transportation
<http://www.ksdot.org/divadmin/civilrights/>

Minority Business Development Agency – “Phoenix Database Online”:
<http://www.mbda.gov/>

- Excluded Parties List System at <http://epls.arnet.gov>

Supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

APPENDIX C
CONFIDENTIALITY AGREEMENT BETWEEN KANSAS DEPARTMENT OF
HEALTH AND ENVIRONMENT AND CITY OF WICHITA, DEPARTMENT OF
ENVIRONMENTAL SERVICES

The Kansas Department of Health and Environment (“KDHE”) is engaged in a contract for services with the City of Wichita, Department of Environmental Health (“WDES”).

The KDHE believes that information that may be exchanged during the contract period to which this Confidentiality Agreement pertains should not be subject to public disclosure. Some records or information are compiled for enforcement purposes, the production of which could reasonably be expected to interfere with the KDHE enforcement proceedings.

The KDHE and WDES agree that maintaining the confidentiality of all information documents will facilitate frank and productive discussion and the free exchange of information, necessary for the successful completion of said contract.

The KDHE and WDES have a common interest in maintaining air quality standards, and wish to work together to protect their common interest by communicating in confidence about claims, evidence, settlement strategies or any other subjects pertaining to the performance of and completion of the contract.

The KDHE and WDES (Parties) hereby agree as follows:

1. Confidentiality. Except as expressly provided herein, all discussions among and between the Parties, as well as all non-public documents prepared for or used during the term of this contract (collectively, “Contract Information”), shall be kept confidential and not disclosed to third persons. Contract Information includes: (a) any oral or written communications; (b) technical or financial information; (c) draft documents; (d) standardized forms or memorandum and (e) any other document or oral communication pertaining to the Parties’ and performance of the contract, whether disclosed prior to or subsequent to the date of this Confidential Agreement.

2. Non-Waiver. By exchanging documents and communications with another party or parties, the Parties do not waive any privilege, immunity, or other basis for confidentiality that otherwise applies to these documents and communications, and such exchange will not render discoverable documents or information that is otherwise confidential, privileged, inadmissible or non-discoverable. The fact that a party references, discusses, or produces documents or information will not render otherwise discoverable documents or information confidential, privileged, non-discoverable or inadmissible.

3. Compelled Disclosure. Nothing in this Confidentiality Agreement shall be construed to prejudice or limit the right of any Party to disclose documents if compelled to do so by state law or under any applicable state or federal public information disclosure law provided, however, that the Party required to disclose any Contract Information shall identify it as confidential, and if disclosed to a court, shall submit it under seal. Nothing in this Confidentiality Agreement shall be construed to preclude the Parties from using otherwise discoverable Contract Information in any future litigation.

4. Inadvertent Disclosure. Any disclosure by a Party that is inconsistent with this Confidentiality Agreement, whether such disclosure may have occurred prior to or following the execution of this Confidentiality Agreement, shall not waive the confidentiality of such documents or communications.

5. Subsequent Actions. Nothing in this Agreement shall prejudice or limit the right of the KDHE to take any action pursuant to any other statute or rule, both federal and state, to enforce the laws of the State to protect the public health, safety, or welfare of the environment.

6. Applicability. The requirements of this Confidentiality Agreement apply to the Parties and their affiliates, and their officers, directors, and employees, and any attorneys or consultants in possession of documents or information pertaining to the contract.

7. Termination. Any Party may terminate its participation in this Confidentiality Agreement by providing thirty days prior written notice to the other parties. However, the provisions of this agreement, including the confidentiality requirements of paragraph 1, shall survive termination of this Confidentiality Agreement and continue to apply to all documents and communications exchanged prior to or during the pendency of this Confidentiality Agreement. The termination of this Confidentiality Agreement shall be construed as termination of the contract to which it is attached and all payments for services will cease concurrent with the date of termination.

8. Modification of Agreement. All provisions of this Agreement may be modified by unanimous written consent of the Parties.

APPENDIX D

City of Wichita CODE OF ETHICS

1 - PURPOSE

The purpose of this Code is to establish guidelines for ethical conduct that govern City employees in performing their duties. All City employees are covered by this Code. City employees must subscribe to this Code, understand its meaning, and follow it.

Ethics inquiries are considered “personnel issues” and are protected from mandatory disclosure by the Kansas Open Records Act.

Nothing in this Code, creates any right to employment with the City.

2 - DEFINITIONS

Employee -- Any person employed by the City, full or part time. Elected officials, persons serving on City boards or commissions, and volunteers are not included in this definition.

Ethics Advisor – The person in each department, appointed by the Department Director, who is the liaison with the Human Resources Department regarding ethics issues. Responsibilities include:

- facilitating the complaint process
- answering questions regarding ethics and this Code
- training employees on ethical guidelines

Ethics Officer -- The City's Ethics Officer is the Human Resources Director, who is responsible for processing complaints. Responsibilities include:

- providing decision-making guidance to employees
- interpreting policy, and providing ethics advice
- reporting possible criminal activity to appropriate enforcement authorities

3 - THE CODE

The City of Wichita's Code of Ethics outlines expected behaviors for employees. The City will conduct its business fairly, impartially, in an ethical manner, and in full compliance with all applicable laws, policies and regulations. Employees will not engage in conduct that raises questions about the City's honesty, impartiality and reputation, or otherwise causes embarrassment to the City.

The following ethical standards are examples, not meant to cover all possible situations:

A. I am ethical in all activities.

- I put the public's interest above my own.
- I do not allow personal biases to dictate my job behavior.
- I make impartial decisions, free of bribes, unlawful gifts, and personal interests.
- I do not make work decisions based on any personal relationship.
- I admit when I am wrong and try to remedy the situation.
- I use my official title only when conducting City business.
- I avoid exceeding, or appearing to exceed, my authority.
- I do not improperly use or permit the improper use of confidential information.
- I do not behave in ways that could embarrass the City.

B. I am financially responsible.

- I manage City resources entrusted to me in a prudent and responsible manner.
- I do not misuse public funds for personal gain or for unintended purposes.
- I report any improper behavior regarding City resources as specified in this Code.

C. I use public property properly.

- I use City vehicles only for official City business, according to my department's guidelines.
- I do not use a City purchasing card for personal use.
- I do not show favoritism in allowing the use of public property.
- I do not grant the use of public property for political or commercial uses. (Non-profit charitable use must be approved by management at the Department Director or higher level.)
- I do not falsify, or inappropriately destroy, reports or records.

D. I follow appropriate practices regarding gifts.

- I do not use my official position to solicit gifts, donations, discounts or services for personal gain, or where the circumstances involved with the gift, donation, discount or service give even the appearance of unfair influence.
- If a gift, donation, discount or service is offered to me, I do not accept it if I believe or it appears that the item offered could influence my behavior in favor of the person or organization offering it.
- An occasional non-monetary item of nominal value is not considered a "gift," such as food at a reception generally open to employees or the public, as long as it does not present any appearance of a conflict of interest. "Nominal value" means \$100 or less on any occasion or in total from one person or organization during a consecutive twelve-month period.
- If I receive a gift (such as food, seasonal decorations, etc.) from vendors or City business partners, I make it available to my work group.
- I do not accept travel, meals, or refreshments from persons doing business with the City, unless the refreshments or meals are furnished as an incidental part of my appearance at a public event in an official capacity, as hospitality extended for a purpose unrelated to the City's official business, or if travel, meals and lodging are provided in connection with teaching, a speaking engagement, participation on a professional or civic panel, or conference attendance in an official capacity.
- If my work group or I give a gift to a vendor in recognition of good service, the value will be less than \$25.

E. I set an example for ethical behavior.

- I inform my department's Ethics Advisor, or the Ethics Officer, if I personally witness a

violation of this Code.

- I do not pressure others to break this Code or any other rules, regulations or policies.
- I understand that if I have questions or concerns regarding this Code, I will ask my supervisor or my department's Ethics Advisor.

4 - COMPLIANCE WITH THIS CODE

Employees are responsible for understanding and following this Code, and are expected to perform their work with honesty and integrity in any areas not specifically addressed. A violation of this Code may result in disciplinary action, up to and including termination.

The City Manager is responsible for the final interpretation of this Code. The City Manager may amend this Code.

5 - DISCIPLINARY ACTIONS

The Code of Ethics will be strictly enforced, and City employees found to be in violation will be promptly disciplined, in compliance with the City's Human Resources Policy or the appropriate bargaining unit memorandum of understanding.

6 - REPORTING SUSPECTED NON-COMPLIANCE

Who May Report?

Any City employee, plus elected officials, may file a complaint alleging unethical conduct.

Duty to Report Employees must promptly report any suspected violations of this Code. If an employee suspects a violation of applicable laws, rules or regulations by any employee, he/she will report it to the department's Ethics Advisor or directly to the Ethics Officer.

The City encourages employees to identify themselves when reporting suspected violations because this will better enable the City to investigate. However, the City recognizes that employees may want to remain anonymous. The employee must still include enough information so that an investigation can be conducted. Information must include the names of the individual(s) involved, and the actions believed to violate this Code.

7- FALSE REPORTS

The City recognizes that false accusations can have serious effects on innocent individuals. False accusations occur when an employee fabricates an incident. An employee who deliberately makes false accusations will be subject to the same disciplinary actions noted in Section 5.. "No-cause" or "questionable-cause" findings do not constitute false accusations.

8 - DECLARING A POSSIBLE CONFLICT OF INTEREST

City employees are subject to the governmental ethics requirements of the Kansas Conflict of Interest Act and City Code provisions regarding conflict of interest. These cover situations in which an employee and/or an employee's spouse have a "substantial interest" (as defined by the Act) in a "business" (as defined by the Act), and the employee and/or spouse are in a position to exercise power or authority or perform a duty that affects that business.

Employees must be sensitive to any relationship that has or may have a connection to City business, or the appearance of such a connection. This includes influencing others to make

decisions that could have direct financial impact on themselves, a family member, personal relationship, or business entity with which the employee, a family member or person affiliated in some other way is involved.

Employees who believe they may have a conflict of interest based on this guideline, will inform their Ethics Advisor or the Ethics Officer, who will review the situation and make a determination regarding the presence of a conflict. If a conflict of interest exists, the employee will file the Employee Conflict of Interest Statement with his/her department, the Human Resources department, and the City Clerk, as required by statute.

9 - INVESTIGATION PROCEDURES

The City will investigate all reports of suspected violations of this Code, including anonymous reports, to the extent possible. Employees will cooperate in these investigations.

Procedure for Resolving Ethics Complaints

The complainant must complete and submit a complaint form to City's Ethics Officer within three months of the alleged occurrence.

The Ethics Officer will, within 15 business days, conduct a confidential investigation.

At the end of the investigation, the Ethics Officer will notify the complainant that the matter has been addressed. The Ethics Officer will notify the accused employee and his/her Department Director of the decision and remedies.

Investigation and prosecution of potential criminal activity will proceed independently and be conducted by the appropriate officials.

10 - CONFIDENTIALITY AND WHISTLE-BLOWER PROTECTION

Confidentiality No City employee will disclose the identity of anyone who reports a suspected violation or who participates in a related investigation, unless such disclosure is required by law, regulation or legal process.

Records regarding complaints will be filed in the Human Resources Department and remain confidential.

Protection Against Retaliation It is a violation of this Code to retaliate in any form against an individual who, in good faith, reports a violation of this Code, or assists in the investigation of a reported violation. An employee who retaliates will be subject to disciplinary action, up to and including termination.

11 - COMMUNICATION OF THIS CODE

This Code will be reviewed with new employees during orientation in Human Resources. A signed acknowledgement of the review and receipt of the Code will be retained in each employee's file.

APPENDIX A

Warning Signs of an Ethical Problem

Below is a sample of phrases that may signal an ethical problem.

- “No one will ever know.”
- “I can still be objective.”
- “I deserve it.”
- “They owe it to me.”
- “Let’s keep this under our hats.”
- “Oh, don’t be such a prude.”
- “They’ll never miss it.”
- “They had it coming.”
- “I’m just fighting fire with fire.”
- “I’ll return it when I’m finished.”
- “Don’t tell me. I don’t want to know.”
- “It’s OK if I don’t gain personally.”
- “I’m just doing what I’m told.”
- “Technically, it’s legal.”
- “Everybody does it.”
- “It’s our department’s way of doing business.”
- “This won’t affect my work.”

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- 2. Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement, at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract; except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that actually incurred under the Kansas Tort Claims Act (K.S.A. 75-8101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or again in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1531 and K.S.A. 44-1118; (d) to include these provisions in every subcontract and purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-8101 et seq.), the vendor or lessor shall be at the risk of any loss or damage to any personal property in which vendor or lessor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but, prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."



A. **May 21, 2006**

Vick Cooper
Kansas Department of Health and Environment
Bureau of Air and Radiation
1000 SW Jackson, Suite 310
Topeka, Kansas 66612-1366

RE: EPA, Section 105 Local Match for FY 2009

Dear Mr. Cooper:

Attached is an explanation of our local match and what Air Quality Program related activities it supports including what we use to meet EPA's requirements and how we came to these numbers. This is what I provided several years ago when our City Finance Dept asked about the match and how it works. With some modifications for increases and decreases in EPA, Section 105 funding, this is the basis of what and how we have been doing this since 1971.

The local match is for our EPA, Section 105 grant. EPA requires a 40% local match. The way they figure this is that they supply 60% of the total grant and the local agency supplies the other 40%. This year, the EPA grant amount is \$90,564.00. This amount represents 60% of the total EPA, Section 105 grant for our agency. Our local match is \$60,376.00, which is the other 40% of the grant. For Fiscal Year 2009, the total grant including EPA funding and our local match equals \$150,940.00.

Please see the attached explanation which details the various items used and the cost basis for each. Thank you for your continued support of our local air quality program. If you have questions or need more information, call me at 316-268-8353. My email address is JStark@wichita.gov.

Sincerely,

John H. Stark, R.S.
Air Quality Program Supervisor

C: Bill Hoffmann
Lisa Hilyard
AQ File

EPA Local Match 2009 letter.doc

APPENDIX F

Explanation of EPA, Section 105 grant local match for Wichita Dept of Environmental Services

The local match can be in the form of:

- office and other building spaces used to support the air program,
- utilities, maintenance, and other upkeep services,
- motor pool charges, data center charges, and other support activities,
- any other services that directly support the local air quality program.

Here is the breakdown of what we are using to cover this:

- Property leases/rentals - this is for the spaces we are using for siting our air monitors at various locations around the City plus the office space we use at the Health Department. The numbers used here came from the City's Property Management Director, John Philbrick, who calculated how much the various spaces we use would rent for on a per square foot basis per year. See attached emails (pages 2 & 3) from 2001 for square footage and cost for each space we use. This comes to a total of \$17,672.00 per calendar year.
- Environmental Health Dept spaces used by Air Quality - based on John Philbrick's (2001) appraisal and the percentage (square footage) of the building that Air Quality uses, the cost per year is \$7,500.
- Utilities - we have estimated that electricity, water, and gas used for the Air Quality Program at all the sites that we use are approximately \$5,000 per year. We do not use phone line charges or any other services that are directly paid by the grants as part of our match.
- Maintenance and custodian services - Several years ago, we took the total area (square footage) of the Health Dept and divided out the Air Program space to determine a percentage of the building that Air Quality occupies. We then took the total maintenance and custodial services charges for the year and determined what the cost was to service the Air Program spaces. Bill Farney, who is now with the County Health Dept, did those calculations for us. The cost that he provided to us was \$5,125 per year for maintenance and janitorial.
- Data Center charges - this comes to \$9,320.00 per year.
- Motor Pool charges - this comes to \$11,940.00 per year.
- City self-insurance - this was also calculated by Bill Farney several years ago, and he estimated that Air Quality's cost per year for City self-insurance is \$10,000.

When you total all of these up, it comes to \$66,557.00 per year. Our required match amount is \$60,376.00. These local funds are used as our match to support the monitoring, inspections, public education, planning and other activities detailed in the contract.

In addition to the above, we have the following support activities that we do not directly track or claim for our match:

- Salaries of department management and support staff and City staff from other departments who support our local Air Quality Program. We were told by the KDHE in 1998 that if we claim these non-program staff members as part of our match, all of them would have to start filling out the detailed biweekly timesheets that the four of us in the Air Quality Program are required to fill out. So we don't claim them in our match. Our best estimate of non-grant staff time costs would be about \$45,000.00 per year.
- The Air Quality Program also has a public education/outreach message that runs on City Cable channel 7 all year long. The spot is about 30 seconds long, and runs about once per hour. Although the message changes seasonally, an air quality related message is presented there 365 days a year. This adds up to approximately 4400 minutes of television advertising annually that the City of Wichita provides for us at no direct cost to the Air Quality Program. A conservative estimate of value is over \$20,000.00 annually.
- "Real-time" air quality data from our various monitoring sites is available to the public via the City's web site. The URL address is: www.wichita.gov/airquality/airquality_detail.asp. Additionally, the City also maintains a series of web pages at no cost to us that support our Air Quality Program activities. The URL address for this is: www.wichita.gov/CityOffices/Environmental/AirQuality/ Estimated value is in excess of \$10,000.00 per year.

Details of costs basis for office spaces used by Air Quality Program

-----Original Message-----

From: Stark, John
Sent: Thursday, February 15, 2001 11:37 AM
To: 'Bill Farney'
Cc: Brown, Jack; Stickel, Maureen
Subject: RE: Costs/square ft for office space
Sensitivity: Private

All calculations based on annual cost. Refer to March 18, 1998 memo to you for square footage of space used. Costs per square foot are based on John Philbrick's email to me which you have.

100 N Main St	\$588
500 S Topeka	294
200 E 53rd N	1190
Geo Wash/Skiner	4000
Pawnee/Glenn	3600
13th/St Paul	3000
Coleman (N Hydr.)	5000

Total	\$17,672

> -----Original Message-----

> From: Philbrick, John
> Sent: Thursday, February 08, 2001 4:29 PM
> To: Stark, John
> Subject: RE: Costs/square ft for office space
> Sensitivity: Private

>

> Guess on rates is about \$3.00/sf for 100 N. Main, \$7.00 per sf for 500 S. Topeka and 200 E. 53rd, \$1.00 per sf for outside ground space at 3600 N. Hydraulic. Roof space is a tough call. Our wireless leases work out to about \$30/sf. You are not as intensive or intrusive so would use something in the \$15-\$20 per sf range.

>

> -----Original Message-----

> From: Stark, John
> Sent: Wednesday, February 07, 2001 12:29 PM
> To: Philbrick, John
> Subject: Costs/square ft for office space
> Sensitivity: Private

>

> As per our phone conversation, here are the outlying locations where our Air Quality Section operates air monitoring equipment:

>

> 100 N Main St (basement room)
> 500 S Topeka
> 200 E 53rd St N
> 1845 George Washington Blvd
> 1903 W Pawnee
> 2828 W 13th
> 3600 N Hydraulic (concrete outdoor patio and deck space above it)

>

> As part of our agreements on use of these facilities, utilities, maintenance, insurance, security, and other incidentals are paid by the building owners, not by the Air Quality grants that fund these operations.

> Thanks for your help in determining cost per square foot rentals for these locations.

CITY OF WICHITA
City Council Meeting
September 22, 2009

TO: Mayor and City Council Members

SUBJECT: Acquisition by Eminent Domain of Easements for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

Background: In 2007 the City of Wichita and Sedgwick entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located along the Big Arkansas River between 31st Street South and MacArthur.

Analysis: The project requires a variety of permanent easements across 24 properties. The easements will impact site trees and fencing as well as some storage structures and one residence. Offers have been made on all tracts and negotiations are underway with 15 tracts acquired but due to the timing of the project, it is necessary to initiate eminent domain at this time. Staff will continue to negotiate with the owners and, as agreements are reached, tracts will be deleted from the eminent domain action.

Financial Considerations: The cost of these acquisitions will be paid for with general obligation bonds.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

Legal Considerations: The City is authorized by law to commence eminent domain proceedings to acquire this property.

Recommendation/Action: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property and directing the City Attorney to file the appropriate proceedings in the District court to accomplish such acquisition.

Attachments: Tract maps, condemnation resolution and condemnation ordinance.

PUBLISHED IN THE WICHITA EAGLE ON _____

ORDINANCE NO.48-434

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE WICHITA-VALLEY CENTER FLOOD CONTROL LEVEE CERTIFICATION AND REHABILITATION PROJECT IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the certification and rehabilitation of the Wichita-Valley Center Flood Control Levee system in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

A permanent easement for floodway right of way over a tract of land lying in a portion of Lot 2, Block A, Ysidro Addition to Wichita, Sedgwick County, Kansas, said tract being further described as follows:

BEGINNING at the southeast corner of said Lot 2, said point being on the west line of the existing Flood Control right of way as described in District Court Case A-48670 and being monumented by a 5/8" rebar and Armstrong LS #780 cap; thence along the southernmost south line of said Lot 2 on a Kansas coordinate system 1983 south zone bearing of S89°17'14"W, 48.89 feet; thence N00°18'13"E, 11.99 feet to a point on a curve to the right having a radius of 1225.92 feet, a central angle of 17°41'23", and a chord of 376.99 feet, bearing N14°46'12"W; thence 378.49 feet along said curve; thence N00°43'07"W, 123.20 feet to the north line of said Lot 2, said point also being on the south line of a tract of land described on Film 1185, Page 582; thence N87°10'56"E, 35.04 feet along said north line and along said south line to the northeast corner of said Lot 2, said point being monumented by a 5/8" rebar and Armstrong LS #780 cap, said point being on a non-tangent curve to the left having a radius of 1185.92 feet, a central angle of 23°54'56", a chord of 491.42 feet, bearing S12°02'13"E; thence 495.01 feet along said curve and along said Flood Control right of way; thence S23°59'40"E, 22.13 feet to the POINT OF BEGINNING and

A permanent easement for floodway right of way over a tract of land lying in a portion of Government Lot 5, in the Southwest Quarter of Section 9, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being further described as follows:

COMMENCING at the southwest corner of said Government Lot 5; thence along the west line of said Government Lot 5 on a Kansas coordinate system 1983 south zone bearing of N00°18'13"E, 1319.79 feet to the northwest corner of a tract of land described on Film 1236, Page 31, and to the POINT OF BEGINNING; thence N00°18'13"E, 44.68 feet along the east line of a tract of land described on Film 1080, Page 1688 to the south line of Lot 2, Block A, Ysidro Addition to Wichita, Sedgwick County, Kansas; thence N89°17'14"E, 48.89 feet along said south line to the southeast corner of said Lot 2, said point being on the west line of the existing Flood Control right of way as described in District Court Case A-48670, said point being monumented by a 5/8" rebar and Armstrong LS #780 cap; thence S23°59'40"E, 48.17 feet along said Flood Control right of way to the north line of a tract of land described on said Film 1236, Page 31, said point being the southwest corner of said tract number 24 and being monumented by a

concrete right of way monument; thence S88°55'43"W, 68.72 feet along said north line to the POINT OF BEGINNING and

A permanent easement for floodway right of way over a tract of land lying in a portion of Government Lot 5, located in the Southwest One-Quarter of Section 9, Township 28 South, Range 1 East of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being further described as follows:

COMMENCING at the Southwest corner of said Government Lot 5, thence along the west line of said Government Lot 5 on a Kansas coordinate system 1983 south zone bearing of N00°18'13"E, a distance of 1319.78 feet; thence N 88°55'43"E, a distance of 14.43 feet to the POINT of BEGINNING; thence N88°55'43"E, a distance of 54.29 feet to a point on the Flood Control Line as described in District Court Case A-48670 and at the intersection with the north line of a tract of land as described in Film 1236, Page 31, as recorded at the Sedgwick County Register of Deeds office and being monumented by a concrete Right of Way Monument at the northwest corner of tract number 23, as described in said District Court Case; thence along said Flood Control Line S23°59'40"E, a distance of 94.51 feet to a point on a curve to the left, said point being monumented by a concrete Right of Way Monument; thence along said Flood Control Line and along said curve 464.11 feet, said curve having a central angle of 22°25'22", a radius of 1185.92 feet, and a chord distance of 461.16 feet bearing S35°12'21"E; thence continuing along said Flood Control Line S46°25'02"E, a distance of 10.91 feet; thence S37°23'24"W, a distance of 50.29 feet; thence parallel with and 50 feet Southwesterly from said Flood Control Line N46°25'02"W, a distance of 16.34 feet to a point on a curve to the right; thence parallel with and 50 feet Southwesterly from said Flood Control Line and along said curve 483.68 feet, said curve having a central angle of 22°25'22", a radius of 1235.92 feet, and a chord distance of 480.60 feet bearing N35°12'21"W; thence continuing parallel with and 50 feet Southwesterly from said Flood Control Line N23°59'40"W, a distance of 115.65 feet to the POINT OF BEGINNING and

A permanent easement for floodway right of way over a tract of land lying in a portion of Lot 1, Shaver 2nd Addition, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

COMMENCING at the southeast corner of Lot 1, Shaver 2nd Addition, Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N00°53'42"W, 556.39 feet to the POINT OF BEGINNING; thence S89°01'30"W, 51.00 feet to the west line of said Lot 1; thence N32°56'23"E, 57.52 feet along said west line to the existing Flood Control right of way as described in District Court Case A-48670, said point being on a curve to the left having a radius of 612.96 feet, a central angle of 01°48'59", and a chord of 19.43 feet, bearing S78°27'58"E; thence along said curve and along said right of way 19.43 feet; thence S00°53'42"E, 43.52 feet along the east line of said Lot 1 to the POINT OF BEGINNING and

A permanent easement for floodway right of way over a tract of land lying in a portion of Lot 1, Lynn Lowry Addition to Wichita, Sedgwick County, Kansas, being more particularly described as follows:

COMMENCING at the southeast corner of Lot 1, Lynn Lowry Addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N00°50'39"W, 497.11 feet to the existing Flood Control right of way as described in District Court Case A-48670; thence N81°16'19"W, 345.80 feet along said right of way to the POINT OF BEGINNING; thence S89°01'30"W, 259.50 feet to the west line of said Lot 1; thence N00°53'42"W, 43.52 feet along said west line to said existing Flood Control right of way, said point being on a curve to the left having a radius of 612.96 feet, a central angle of 5°25'23", and a chord of 58.00 feet, bearing S82°05'09"E; thence along said curve and along said right of way 58.02 feet; thence S81°16'19"E, 205.08 feet along said right of way to the POINT OF BEGINNING and

A permanent easement for floodway right of way over a tract of land lying in a portion of Lot 1, Willson and Brown Addition, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

COMMENCING at the southeast corner of Lot 1, Willson and Brown Addition, Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone

bearing of N01°02'53"W, 442.82 feet to the POINT OF BEGINNING, said point being on a non-tangent curve to the right having a radius of 2934.75 feet, a central angle of 3°56'23", and a long chord of 201.75 feet, bearing S82°14'37"W; thence along said curve 201.79 feet to the west line of said Lot 1; thence N01°05'58"W, 30.12 feet along said west line to the existing Flood Control right of way as described in District Court Case A-48670, said point being on a non-tangent curve to the left having a radius of 2904.73 feet, a central angle of 3°05'22", and a chord of 156.60 feet, bearing N82°37'13"E; thence along said curve and along said right of way 156.62 feet to an existing Flood Control right of way monument; thence N81°04'41"E, 45.18 feet along said right of way; thence S01°02'53"E, 30.02 feet along the east line of said Lot 1 to the POINT OF BEGINNING and

A permanent easement for floodway right of way over a tract of land lying in a portion of Lot 1, Weldon Higgins Addition, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

COMMENCING at the southeast corner of Lot 1, Weldon Higgins Addition, Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N01°09'12"W, 554.25 feet to the POINT OF BEGINNING; thence S88°34'15"W, 35.96 feet; thence S70°12'29"W, 298.47 feet; to the west line of said Lot 1; thence N01°01'59"W, 30.28 feet along said west line to an existing Flood Control right of way monument; thence N00°33'25"W, 18.96 feet along the Flood Control right of way as described in District Court Case A-48670 and along said west line to an existing Flood Control right of way monument at the southwest corner of tract number 19 as described in said District Court Case; thence N75°12'49"E, 327.75 feet along said Flood Control right of way to an existing Flood Control right of way monument at the southeast corner of tract number 19 as described in said District Court Case; thence S01°09'12"E, 30.92 feet along the east line of said Lot 1 to the POINT OF BEGINNING and

A permanent easement for floodway right of way over a tract of land lying in a portion of Government Lot 7 in the Southeast Quarter of Section 9, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

COMMENCING at the northwest corner of Lot 7, Block 1, South Field Addition, Wichita, Sedgwick County, Kansas; thence along the north line of said Lot 7 on a Kansas coordinate system 1983 south zone bearing of N89°10'21"E, 80.00 feet; thence N01°06'35"W, 41.66 feet parallel with the west line of said South Field Addition to the POINT OF BEGINNING; thence continuing N01°06'35"W, 28.30 feet to the existing Flood Control right of way and the south line of Tract No. 17 as described in District Court Case A-48670; thence along said right of way and said south line for the next 3 courses:

1st course: N78°01'50"E, 32.21 feet to an existing Flood Control right of way monument;
2nd course: N81°28'18"E, 557.89 feet to an existing Flood Control right of way monument;
3rd course: N60°20'50"E, 161.08 feet to an existing 3/4" pipe;

thence S56°53'39"W, 163.21 feet; thence S73°10'27"W, 139.76 feet; thence S81°28'18"W, 457.23 feet to the POINT OF BEGINNING and

A permanent easement for floodway right of way over a tract of land lying in a portion of Government Lot 9, in the Northwest Quarter of Section 9, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, said tract being further described as follows:

COMMENCING at the southwest corner of said Government Lot 9 as established by Sedgwick County District Court Case Number 19897; thence along the south line of said Government Lot 9 on a Kansas coordinate system 1983 south zone bearing of N87°11'10"E, 1391.29 feet to the west line of the existing Flood Control right of way as described in District Court Case A-48670; thence N14°13'00"E, 310.10 feet along said Flood Control right of way to the POINT OF BEGINNING, said point being the southeast corner of a tract of land described in Sedgwick County District Court Case No. 02C3969; thence S86°47'07"W, 24.11 feet along the south line of said tract; thence N16°29'57"E, 69.96 feet; thence N31°31'17"E, 31.05 feet; thence N16°35'23"E, 23.83 feet; thence N16°33'00"E, 217.99 feet parallel with said right of way to a point lying 10 feet south of the south line of East Robbins Addition, Wichita,

Sedgwick County, Kansas; thence N87°09'17"E, 10.60 feet parallel with and 10 feet south of the south line of said East Robbins Addition to the west line of said Flood Control right of way; thence S16°33'00"W, 221.52 feet along said Flood Control right of way to a concrete right of way monument; thence S14°13'00"W, 115.73 feet along said Flood Control right of way to the POINT OF BEGINNING.

Temporary Easements for the uses and purposed herein set forth in and to the following-described tracts, to-wit:

A tract of land lying in a portion of Government Lot 5, located in the Southwest One-Quarter of Section 9, Township 28 South, Range 1 East of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being further described as follows:

COMMENCING at the Southwest corner of said Government Lot 5, thence along the west line of said Government Lot 5 on a Kansas coordinate system 1983 south zone bearing of N00°18'13"E, a distance of 1254.88 feet to the POINT of BEGINNING; thence continuing N00°18'13"E, a distance of 24.30; thence S89°41'47"E, a distance of 32.92 feet; thence S23°59'40"E, a distance of 70.72 feet to a point on a curve to the left; thence along said curve 483.68 feet, said curve having a central angle of 22°25'22", a radius of 1235.92 feet, and a chord distance of 480.60 feet bearing S35°12'21"E; thence S46°25'02"E, a distance of 16.34 feet; thence S37°23'24"W, a distance of 40.24 feet; thence N46°25'02"W, a distance of 20.68 feet to a point on a curve to the right; thence along said curve 499.33 feet, said curve having a central angle of 22°25'22", a radius of 1275.92 feet, and a chord distance of 496.15 feet bearing N35°12'21"W; thence N23°59'40"W, a distance of 62.12 feet to the POINT OF BEGINNING.

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita

SECTION 6. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this _____ day of, _____ 2009.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Published in the Wichita Eagle on September 25, 2009

RESOLUTION NO. 09-309

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PRIVATE PROPERTY FOR THE USE OF THE CITY OF WICHITA IN CONNECTION WITH THE WICHITA-VALLEY CENTER FLOOD CONTROL LEVEE CERTIFICATION AND REHABILITATION PROJECT.

WHEREAS, the governing body has previously authorized the study and the design of certain improvements and rehabilitation to the flood control levee system in the Wichita area; and

WHEREAS, such study and preliminary design has identified the need to acquire several parcels of private property in order to properly complete such improvements; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS;

SECTION 1. The governing body hereby declares it to be necessary to acquire certain private property in connection with certification and rehabilitation of the Wichita-Valley Center Flood Control Levee system.

SECTION 2. The City Engineer is directed to make or cause to be made a survey and description of the lands and/or interests to be acquired and to have such survey and description filed with the City Clerk.

SECTION 3. That this Resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day __ of, _____
_____ 2009.

CITY OF WICHITA

Carl Brewer, Mayor

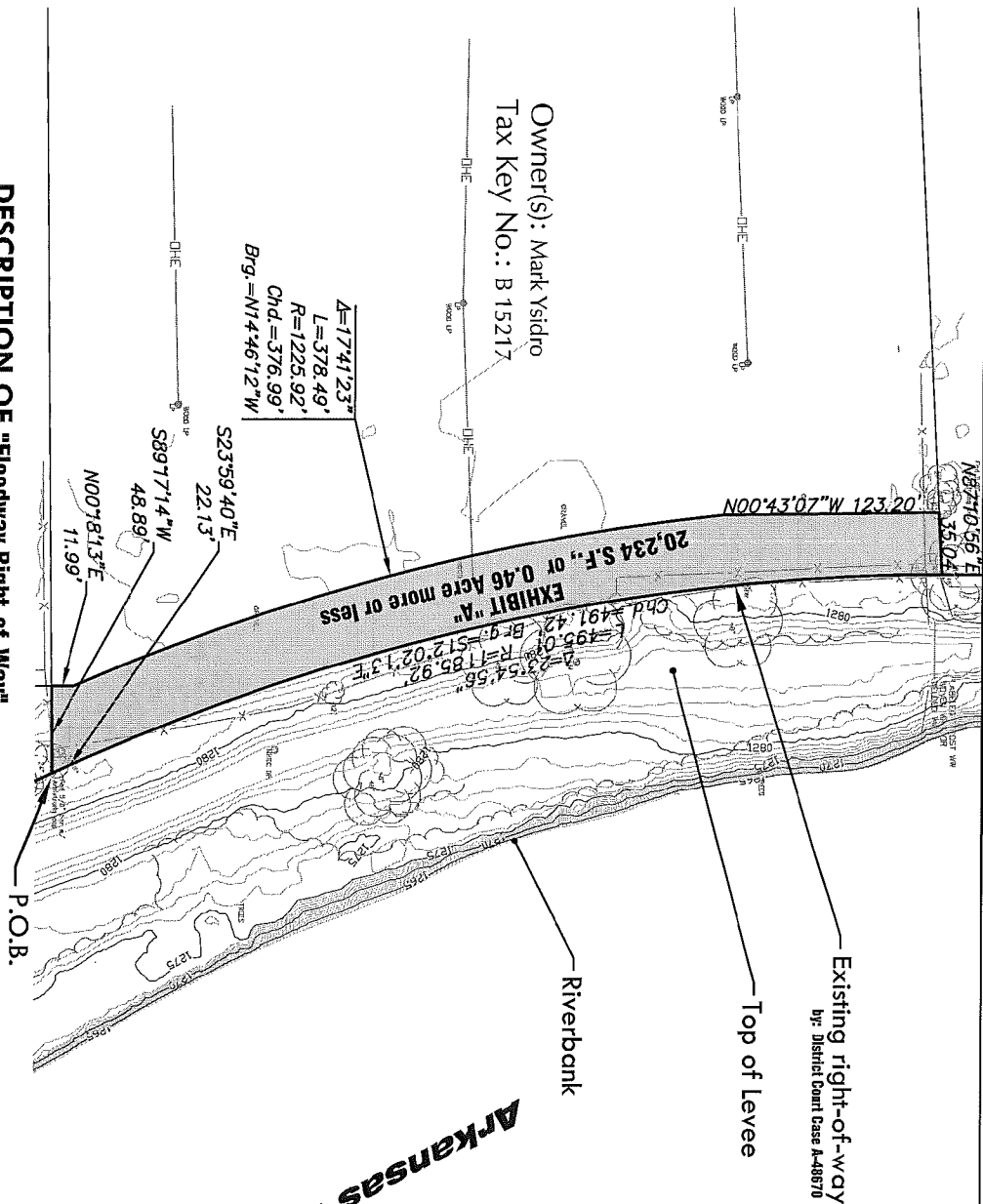
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

EXHIBIT "A"



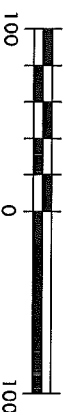
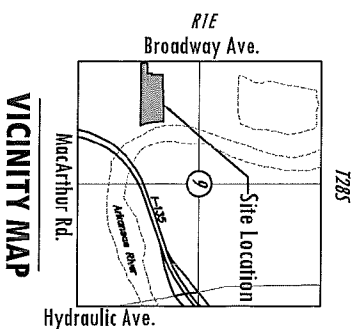
DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Lot 2, Block A, Ysidro Addition to Wichita, Sedgwick County, Kansas, said tract being further described as follows:

BEGINNING at the southeast corner of said Lot 2, said point being on the west line of the existing Flood Control right of way as described in District Court Case A-48670 and being monumented by a 5/8" rebar and Armstrong LS #780 cap, thence along the southernmost south line of said Lot 2 on a Kansas coordinate system 1983 south zone bearing of S89°17'14"W, 48.89 feet; thence N00°18'13"E, 11.99 feet to a point on a curve to the right having a radius of 1225.92 feet, a central angle of 17°41'23", and a chord of 376.99 feet, bearing N14°46'12"W; thence 378.49 feet along said curve; thence N00°43'07"W, 123.20 feet to the north line of said Lot 2, said point also being on the south line of a tract of land described on Film 1185, Page 582; thence N87°10'56"E, 35.04 feet along said north line and along said south line to the northeast corner of said Lot 2, said point being monumented by a 5/8" rebar and Armstrong LS #780 cap, said point being on a non-tangent curve to the left having a radius of 1185.92 feet, a central angle of 23°54'56", a chord of 491.42 feet, bearing S12°02'13"E; thence 495.01 feet along said curve and along said Flood Control right of way; thence S23°59'40"E, 22.13 feet to the **POINT OF BEGINNING**.

Said tract of land contains 20,234 square feet or 0.46 acres, more or less.

Arkansas River



This tract exhibit does not constitute a boundary survey.

EXHIBIT "A"

MIKEC
ENGINEERING
CONSULTANTS, INC.

411 N. WEBB ROAD
WICHITA, KS. 67206
316-604-9600
www.mkc.com

TITLE
TRACT Map - B 15217
Mark Ysidro

SHEET NAME
Levee S - WVLFPF

PROJECT - 07866 Prepared: April, 2009
2009 Wichita Valley Center Local Flood Protection Project

S7d

Owner(s): Wilma M. Criss
Tax Key No.: 8 128UP

Owner(s): Wilma Criss Levee
Tax Key No.: 8 128UP

Owner(s): Unknown
Tax Key No.: na

Owner(s): Kansas Department of Transportation
Tax Key No.: na

EXHIBIT "A"

2,616 S.F., or 0.06 Acre more or less

N00°18'13"E
1319.79'

N00°18'13"E
44.68'

N89°17'14"E
48.89'

S23°59'40"E
48.17'

S88°51'43"W
68.12'

P.O.C.

P.O.B.

Top of Levee

Existing right-of-way
by: District Court Case A-48670

Riverbank

Arkansas River

1270
1275
1280
1285

IRLES

IRLES

9:17:49 AM CDT

E:\MAP\2007\078661-Reconstruction Projects\925 Levee S\Documents\Tract Map Descriptions\58-JUNKYON, UNKNOWN.Jac
A tract of land for Floodway Right of Way lying in a portion of Government Lot 5, in the Southwest Quarter of Section 9, Township 28 South, Range 1 East of the Sixth
Principal Meridian, Wichita, Sedgewick County, Kansas, said tract being further described as follows:

COMMENCING, at the southwest corner of said Flood Control Lot 5; thence along the west line of said Government Lot 5 on a Kansas coordinate system 1983, south zone bearing of N00°0'81.31"E, 1319.79 feet to the northwest corner of a tract of land described on Film 1236, Page 31, and to the **POINT OF BEGINNING**; thence N00°0'18.13"E, 44.68 feet along the east line of a tract of land described on Film 1080, Page 1668 to the south line of Lot 2, Block A, Vislito Addition to Wichita, Sedgewick County, Kansas; thence N89°17.14"E, 48.89 feet along said south line to the southeast corner of said Lot 2, said point being on the west line of the existing Flood Control right of way as described in District Court Case A-48670, said point being monumented by a 5/8" rebar and Armstrong I.S. #780 cap; thence S23°59.40"E, 48.17 feet along said Flood Control right of way to the north line of a tract of land described on said Film 1236, Page 31, said point being the southwest corner of said tract number 24 and being monumented by a concrete right of way monument; thence S88°55.43"W, 68.72 feet along said north line to the **POINT OF BEGINNING**.

Said tract of land contains 2,616 square feet or 0.06 acres, more or less.

58

MIKEC
ENGINEERING
CONSULTANTS, INC.

TITLE
TRACT Map - No Key Number
Unknown

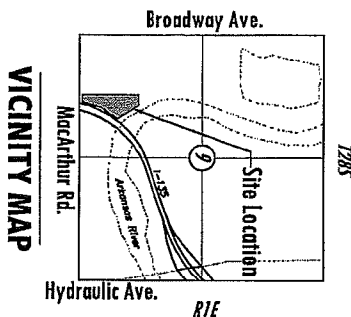
SHEET NAME

Levee S - WVLFPP

PROJECT - 07866 Prepared: April, 2005
2009 Wichita Valley Center Local Flood Protection Project

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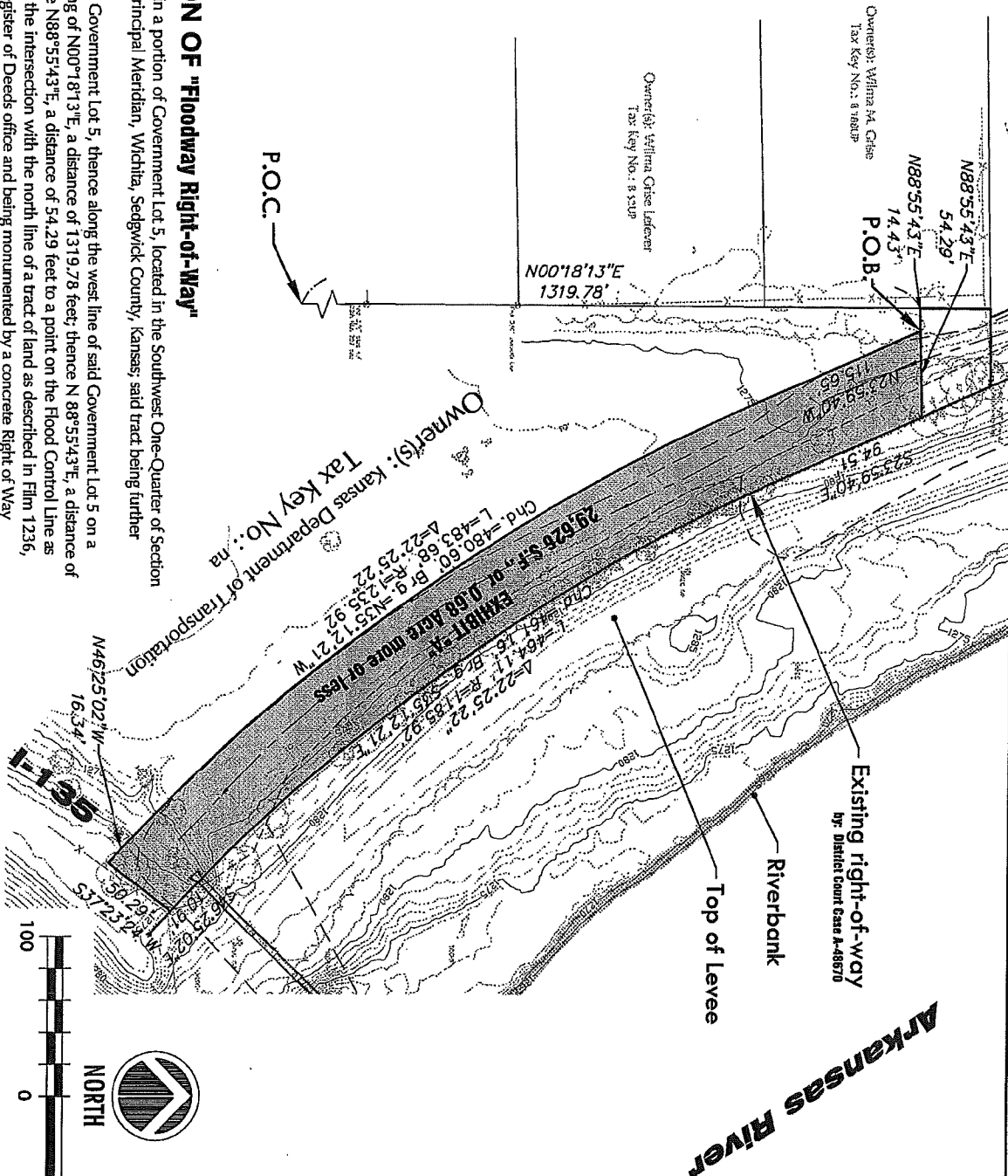
EXHIBIT "A"



DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way, lying in a portion of Government Lot 5, located in the Southwest One-Quarter of Section 9, Township 28 South, Range 1 East of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being further described as follows:

COMMENCING at the Southwest corner of said Government Lot 5, thence along the west line of said Government Lot 5 on a Kansas coordinate system 1983 south zone bearing of $N00^{\circ}18'13"E$, a distance of 1319.78 feet; thence $N88^{\circ}55'43"E$, a distance of 14.43 feet to the **POINT OF BEGINNING**; thence $N88^{\circ}55'43"E$, a distance of 54.29 feet to a point on the Flood Control Line as described in District Court Case A-48670 and at the intersection with the north line of a tract of land as described in Film 1236, Page 31, as recorded at the Sedgwick County Register of Deeds office and being monumented by a concrete Right of Way Monument at the northwest corner of tract number 23, as described in said District Court Case; thence along said Flood Control Line $S23^{\circ}59'40"E$, a distance of 94.51 feet to a point on a curve to the left, said point being monumented by a concrete Right of Way Monument; thence along said Flood Control Line and along said curve 464.11 feet, said curve having a central angle of $22^{\circ}25'22"$, a radius of 1185.92 feet, and a chord distance of 461.16 feet; bearing $S35^{\circ}12'21"E$; thence continuing along said Flood Control Line $S46^{\circ}25'02"W$, a distance of 10.91 feet; thence bearing $S35^{\circ}12'21"E$, a distance of 50.29 feet; thence parallel with and 50 feet Southwesterly from said Flood Control Line $N46^{\circ}25'02"W$, a distance of 16.34 feet to a point on a curve to the right, thence parallel with and 50 feet Southwesterly from said Flood Control Line and along said curve 483.68 feet, said curve having a central angle of $22^{\circ}25'22"$, a radius of 1235.92 feet, and a chord distance of 480.60 feet; bearing $N35^{\circ}12'21"W$; thence continuing parallel with and 50 feet Southwesterly from said Flood Control Line $N23^{\circ}59'40"W$, a distance of 115.65 feet to the **POINT OF BEGINNING**. Said tract of land contains 29.626 S.F. or 0.68 acres more or less.



S9d

MRK
ENGINEERING
CONSULTANTS, INC.

411 N. WEBB ROAD
WICHITA, KS. 67106
W.W.M.K.E.C.C.M.

EXHIBIT "A"

TITLE
TRACT Map - No Key Number
Kansas Department of Transportation
SHEET NAME
Levee S - WYLFPP

PROJECT - 07866 Prepared: April, 2009
2009 Wichita Valley Center Local Flood Protection Project

This tract exhibit does not constitute a boundary survey.

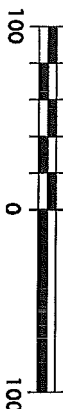
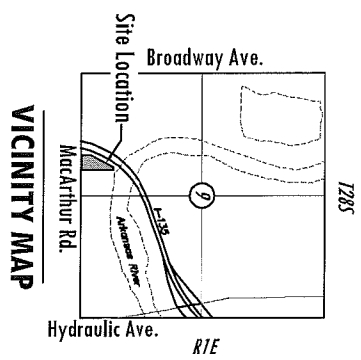


EXHIBIT "A"

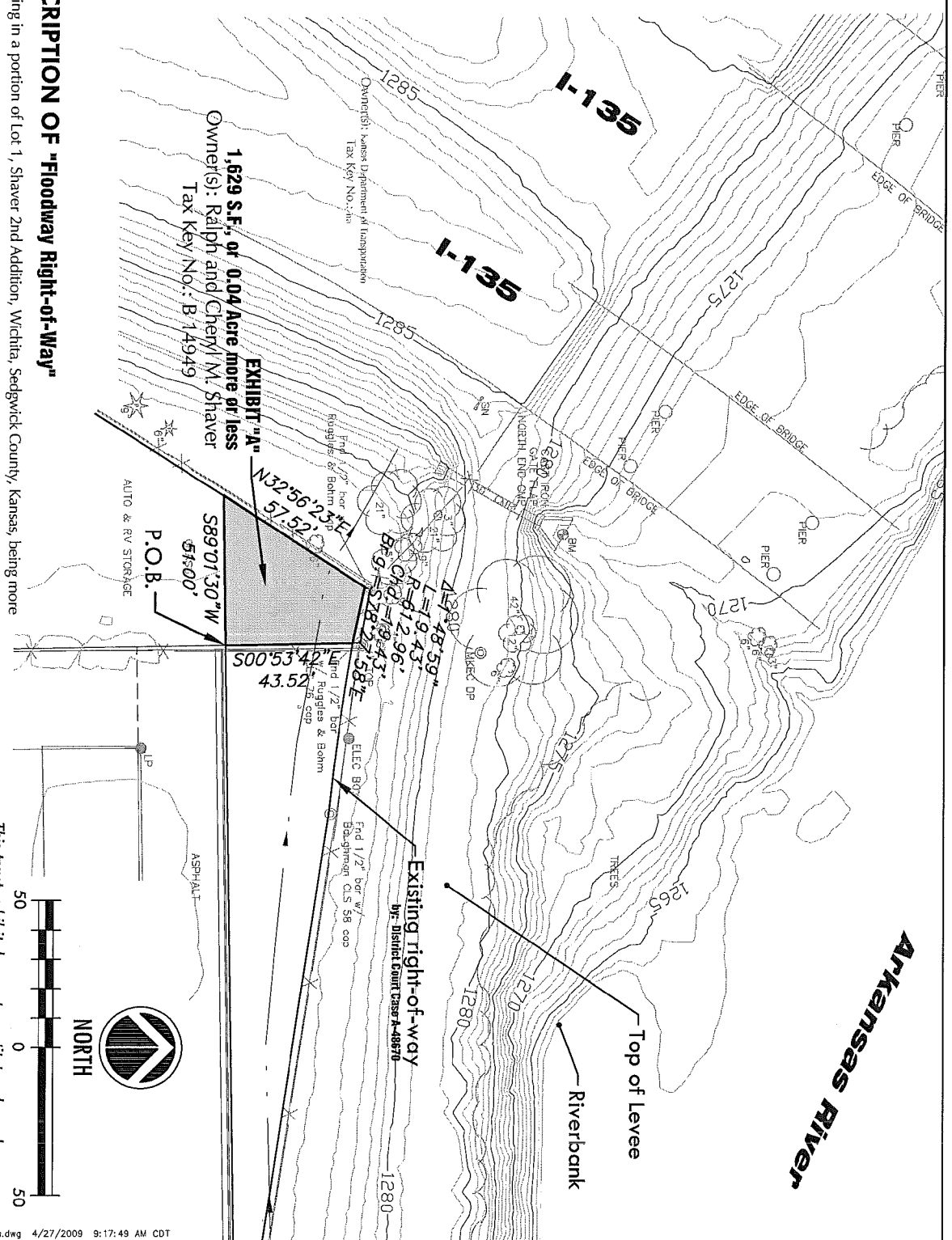


DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway right of way lying in a portion of Lot 1, Shaver 2nd Addition, Wichita, Sedgewick County, Kansas, being more particularly described as follows:

COMMENCING at the southeast corner of Lot 1, Shaver 2nd Addition, Wichita, Sedgewick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N00°53'42"W, 556.39 feet to the **POINT OF BEGINNING**; thence S89°01'30"W, 51.00 feet to the west line of said Lot 1; thence N32°56'23"E, 57.52 feet along said west line to the existing Flood Control right of way as described in District Court Case A-48670, said point being on a curve to the left having a radius of 612.96 feet, a central angle of 01°46'59", and a chord of 19.43 feet, bearing S78°27'58"E; thence along said curve and along said right of way 19.43 feet; thence S00°53'42"E, 43.52 feet along the east line of said Lot 1 to the **POINT OF BEGINNING**.

Said tract of land contains 1,629 square feet or 0.04 acres, more or less.

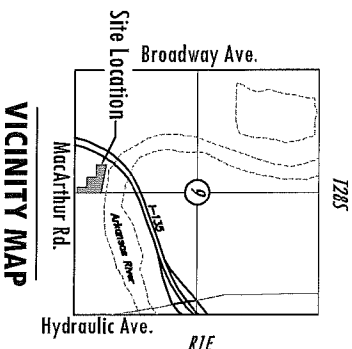


S10

MR&EC
ENGINEERING & CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600
www.mr&ec.com

EXHIBIT "A"
TITLE
TRACT Map - B 14949
Ralph and Cheryl M. Shaver
SHEET NAME
Levee S - WVLFPF
PROJECT - 07866 Prepared: April, 2009
316-684-9600
8009 Wichita Valley Center Local Flood Protection Project

EXHIBIT "A"

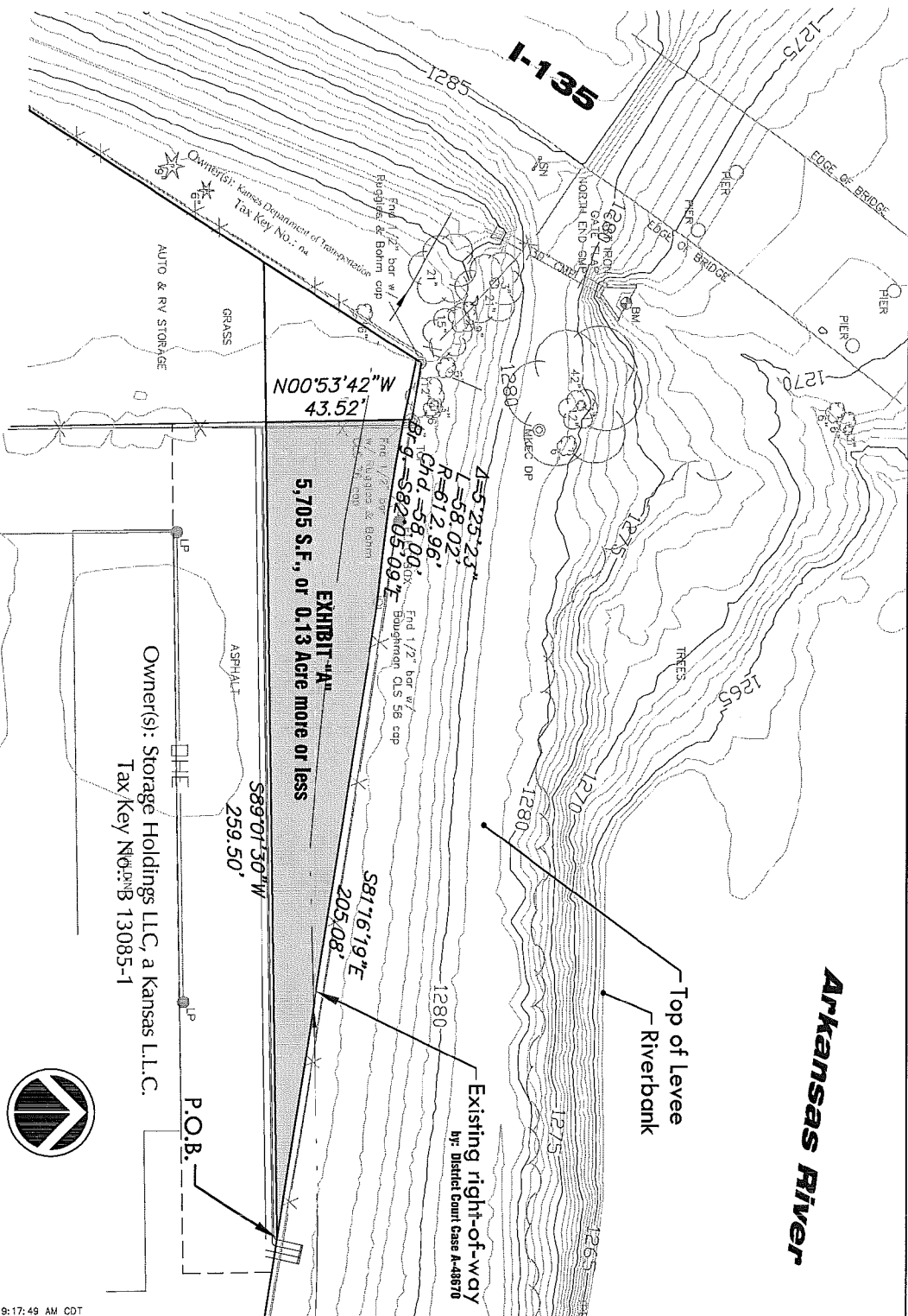


DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway right of way lying in a portion of Lot 1, Lynn Lowry Addition to Wichita, Sedgwick County, Kansas, being more particularly described as follows:

COMMENCING at the southeast corner of Lot 1, Lynn Lowry Addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N00°50'39"W, 497.11 feet to the existing Flood Control right of way as described in District Court Case A-48670; thence N81°16'19"W, 345.80 feet along said right of way to the **POINT OF BEGINNING**; thence S89°01'30"W, 259.50 feet to the west line of said Lot 1; thence N00°53'42"W, 43.52 feet along said west line to said existing Flood Control right of way, said point being on a curve to the left having a radius of 612.96 feet, a central angle of 5°25'23", and a chord of 58.00 feet, bearing S82°05'09"E, thence along said curve and along said right of way 58.02 feet; thence S81°16'19"E, 205.08 feet along said right of way to the **POINT OF BEGINNING**.

Said tract of land contains 5,705 square feet or 0.13 acres, more or less.



S11d

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CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-664-9600
www.mrcec.com

EXHIBIT "A"

TRACT Map - B 13085-1

Storage Holdings, LLC, a Kansas L.L.C.

SHEET NAME

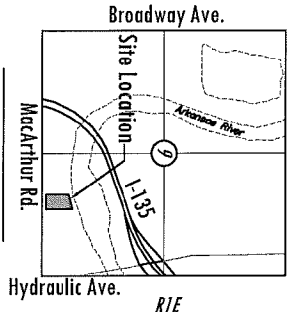
Levee S - WVLFPF

PROJECT - 07866 Prepared: April, 2009
8009 Wichita Valley Center Local Flood Protection Project

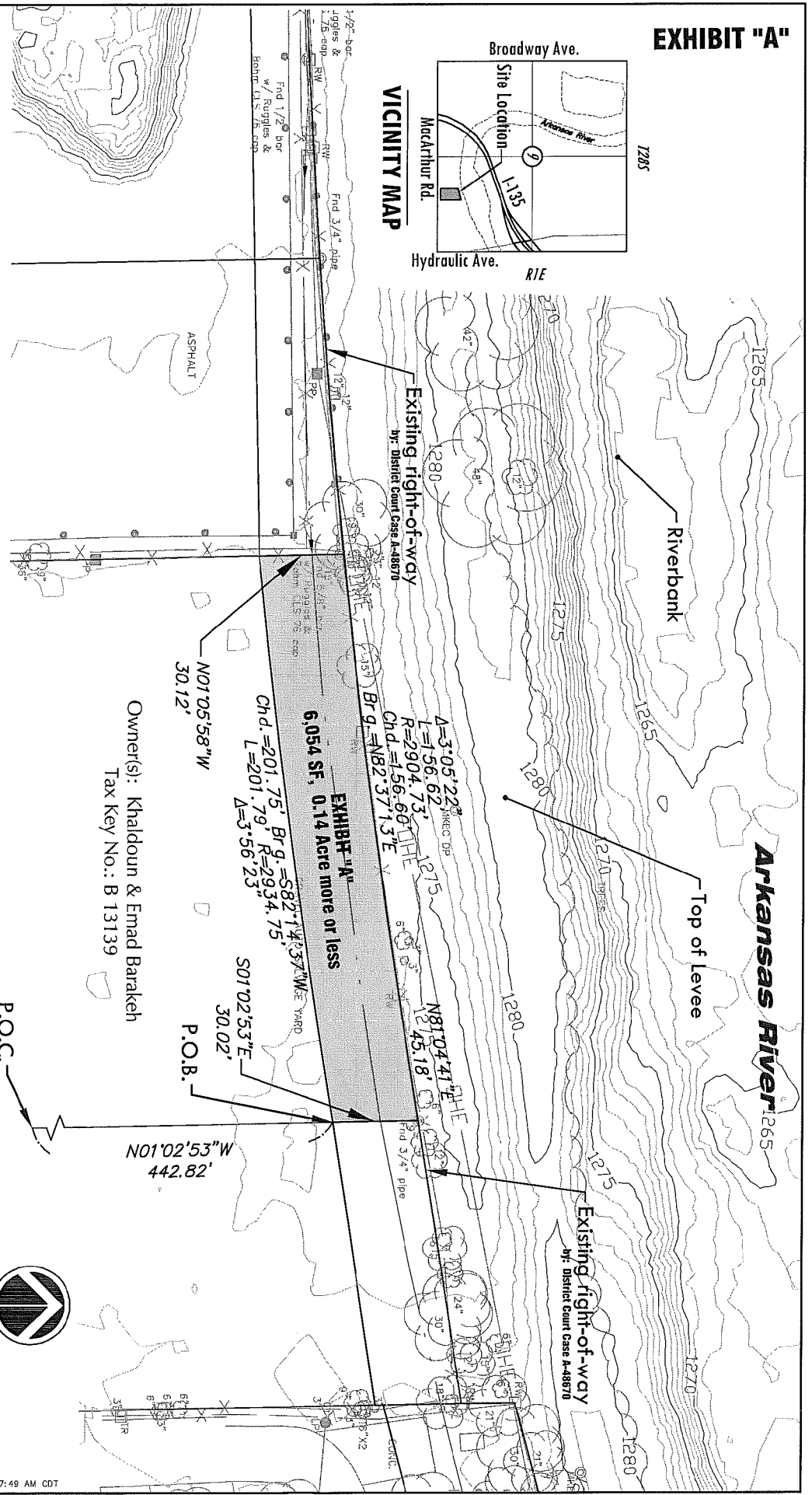
This tract exhibit does not constitute a boundary survey.



EXHIBIT "A"



VICINITY MAP



DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Lot 1, Willson and Brown Addition, Wichita, Sedgwick County, Kansas, being more particularly described as follows:
COMMENCING at the southeast corner of Lot 1, Willson and Brown Addition, Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N01°02'53"W, 442.82 feet to the **POINT OF BEGINNING**, said point being on a non-tangent curve to the right having a radius of 2934.75 feet, a central angle of 3°56'23", and a long chord of 201.75 feet, bearing S82°14'37"W; thence along said curve 201.79 feet to the west line of said Lot 1; thence N01°05'58"W, 30.12 feet along said west line to the existing Flood Control right of way as described in District Court Case A-48670, said point being on a non-tangent curve to the left having a radius of 2904.73 feet, a central angle of 3°05'22", and a chord of 156.60 feet, bearing N82°37'13"E; thence along said curve and along said right of way 156.62 feet to an existing Flood Control right of way monument; thence N81°04'41"E, 45.18 feet along said right of way; thence S01°02'53"E, 30.02 feet along the east line of said Lot 1 to the **POINT OF BEGINNING**.

Said tract of land contains 6,054 square feet or 0.14 acres, more or less.

Owner(s): Khaldoun & Emad Barakeh
 Tax Key No.: B 13139

P.O.C.

P.O.B.



EXHIBIT "A"

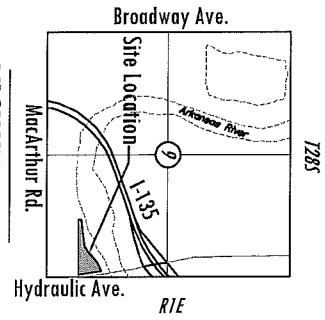


TRACT Map - B 13139
Khaldoun & Emad Barakeh
 SHEET NAME
Levee 5 - WVLFP

411 N. WEBB ROAD
 WICHITA, KS. 67206
 316 - 684 - 9608
 WWW.MK&C.COM

PROJECT - 07866 Prepared: April, 2009
 9009 Wichita Valley Center Local Flood Protection Project

EXHIBIT "A"



VICINITY MAP

DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Lot 1, Weldon Higgins Addition, Wichita, Sedgewick County, Kansas, being more particularly described as follows:

COMMENCING at the southeast corner of Lot 1, Weldon Higgins Addition, Wichita, Sedgewick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N01°09'12"W, 554.25 feet to the **POINT OF BEGINNING**; thence S88°34'15"W, 35.96 feet; thence S70°12'29"W, 298.47 feet; to the west line of said Lot 1; thence N01°01'59"W, 30.28 feet along said west line to an existing Flood Control right of way monument; thence N00°33'25"W, 18.96 feet along the Flood Control right of way as described in District Court Case A-48670 and along said west line to an existing Flood Control right of way monument at the southwest corner of tract number 19 as described in said District Court Case; thence N75°12'49"E, 327.75 feet along said Flood Control right of way to an existing Flood Control right of way monument at the southeast corner of tract number 19 as described in said District Court Case; thence S01°09'12"E, 30.92 feet along the east line of said Lot 1 to the **POINT OF BEGINNING**.

Said tract of land contains 11,069 square feet or 0.25 acres more or less.

Owner(s): Bonanza, Inc. ET AL
Tax Key No.: B 13180



This tract exhibit does not constitute a boundary survey.

EXHIBIT "A"

MKEC
ENGINEERING
CONSULTANTS, INC.

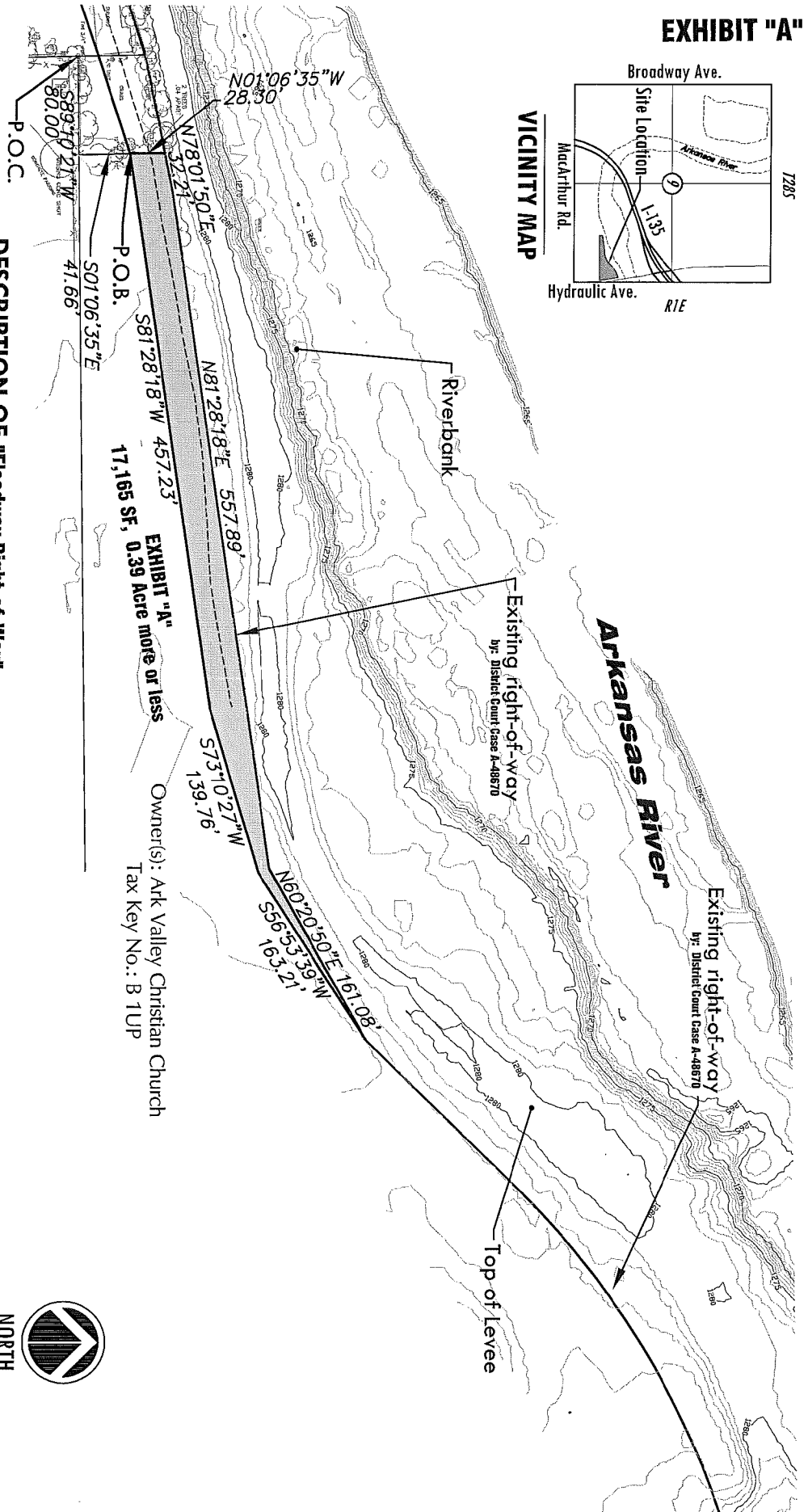
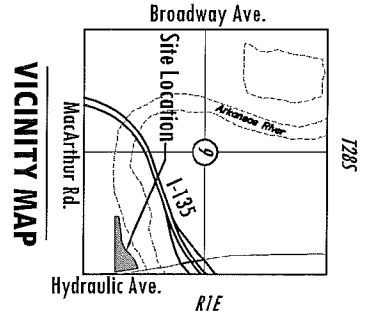
TITLE
TRACT Map - B 13180
Bonanza, Inc. ET AL

SHEET NAME

Levee S - WVLFPF

PROJECT - 07866 Prepared: April, 2009
316 - 664 - 9600
W W W . M T E C . C O M

EXHIBIT "A"



DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Government Lot 7 in the Southeast Quarter of Section 9, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

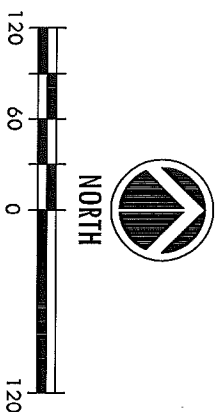
COMMENCING at the northwest corner of Lot 7, Block 1, South Field Addition, Wichita, Sedgwick County, Kansas; thence along the north line of said Lot 7 on a Kansas coordinate system 1983 south zone bearing of N89°10'21"E, 80.00 feet; thence N01°06'35"W, 41.66 feet parallel with the west line of said South Field Addition to the **POINT OF BEGINNING**; thence continuing N01°06'35"W, 28.30 feet to the existing Flood Control right of way and the south line of Tract No. 17 as described in District Court Case A-48670; thence along said right of way and said south line for the next 3 courses:

1st course: N78°01'50"E, 32.21 feet to an existing Flood Control right of way monument;
2nd course: N81°28'18"E, 557.89 feet to an existing Flood Control right of way monument;
3rd course: N80°20'50"E, 161.08 feet to an existing 3/4" pipe;

thence S56°53'39"W, 163.21 feet; thence S73°10'27"W, 139.76 feet; thence S81°28'18"W, 457.23 feet to the **POINT OF BEGINNING**.

Said tract of land contains .17, 165 square feet or 0.39 acres, more or less.

Owner(s): Ark Valley Christian Church
Tax Key No.: B 1UP



This tract exhibit does not constitute a boundary survey.

EXHIBIT "A"

TITLE
TRACT Map - B 1UP

Ark Valley Christian Church

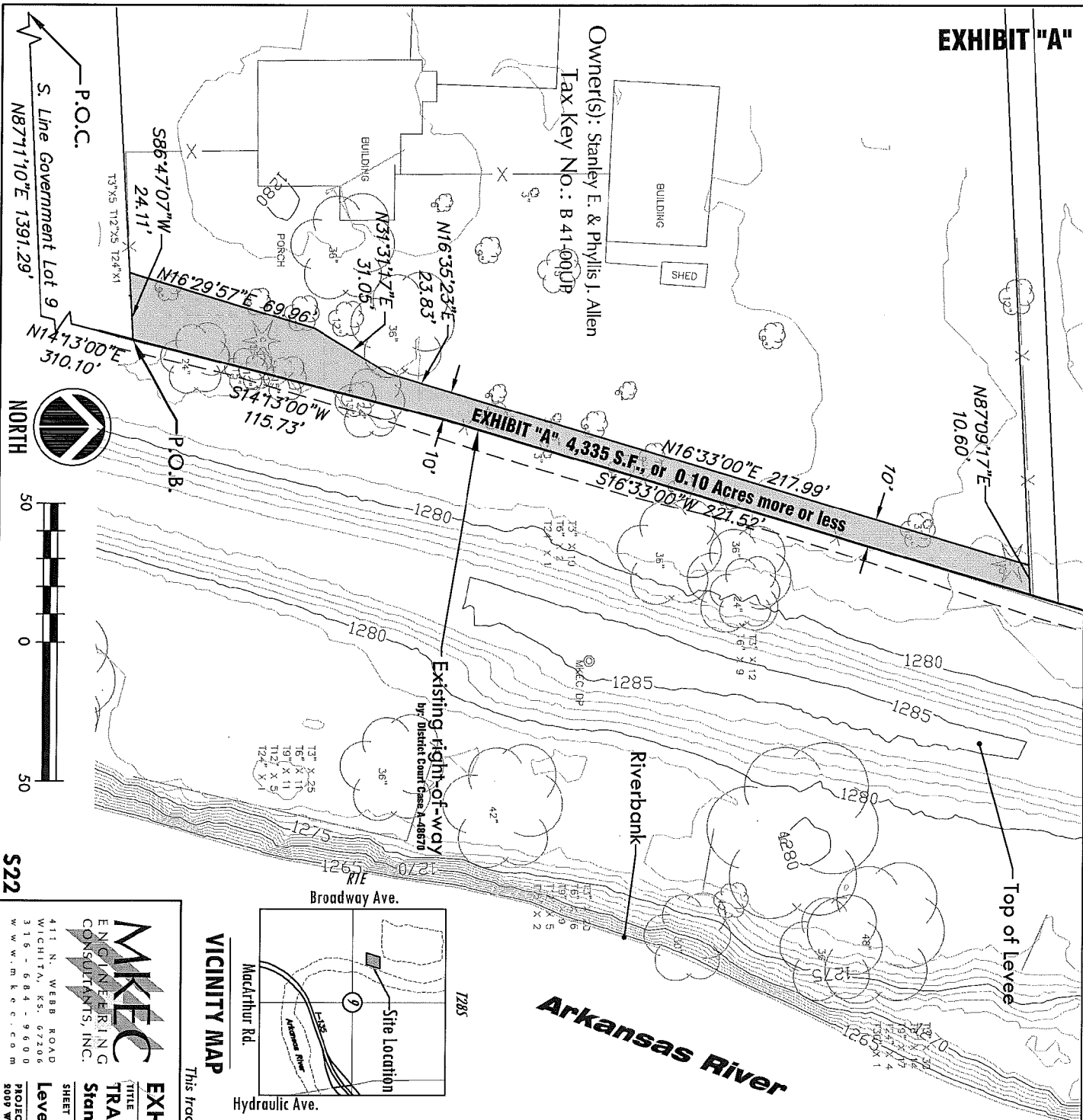
SHEET NAME

Levee S - WVLFPF

PROJECT - 07866 Prepared: April, 2008
8009 Wichita Valley Center Local Flood Protection Project

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411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600
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EXHIBIT "A"



DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Government Lot 9, in the Northwest Quarter of Section 9, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgewick County, Kansas, said tract being further described as follows:

COMMENCING at the southwest corner of said Government Lot 9 as established by Sedgewick County District Court Case Number 19897; thence along the south line of said Government Lot 9 on a Kansas coordinate system 1983 south zone bearing of N87°11'0"E, 1391.29 feet to the west line of the existing Flood Control right of way as described in District Court Case A-48670; thence N14°13'00"E, 310.10 feet along said Flood Control right of way to the **POINT OF BEGINNING**, said point being the southeast corner of a tract of land described in Sedgewick County District Court Case No. 02C3969; thence S86°47'07"W, 24.11 feet along the south line of said tract; thence N16°29'57"E, 69.96 feet; thence N13°11'7"E, 31.05 feet; thence N16°35'23"E, 23.83 feet; thence N16°33'00"E, 217.99 feet parallel with said right of way to a point lying 10 feet south of the south line of East Robbins Addition, Wichita, Sedgewick County, Kansas; thence N87°09'17"E, 10.60 feet parallel with and 10 feet south of the south line of said East Robbins Addition to the west line of said Flood Control right of way; thence S16°33'00"W, 221.52 feet along said Flood Control right of way to a concrete right of way monument; thence S14°13'00"W, 115.73 feet along said Flood Control right of way to the **POINT OF BEGINNING**.

Said tract of land contains 4,335 square feet or 0.10 acres, more or less.

VICINITY MAP

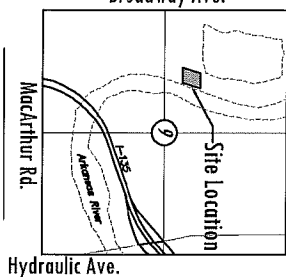


EXHIBIT "A"

MIKEC
ENGINEERING
CONSULTANTS, INC.

411 N. WEBB ROAD
WICHITA, KS. 67206
W W W . M I K E C . C O M

TITLE
TRACT Map - B 41-00UP
Stanley E. & Phyllis J. Allen

SHEET NAME
Levee S - WVLPPP

PROJECT - 07866 Prepared April, 2009
8009 Wichita Valley Center Local Flood Protection Project

Second Reading Ordinances for September 22, 2009 (first read on September 15, 2009)

Public Hearing and Issuance of Industrial Revenue Bonds, SLCas, LLC. (District V)

ORDINANCE NO. 48-423

An ordinance authorizing the city of Wichita, Kansas, to issue its Multifamily Housing Revenue Bonds, Series IV, 2009 (Berkshire Renovation, LLC Project), in the aggregate principal amount of \$6,150,000 for the purpose of acquiring, rehabilitating and equipping an existing multifamily housing facility; and authorizing the execution of certain documents in connection with the issuance of the bonds.

Public Hearing and Issuance of Industrial Revenue Bonds, LDF Properties, LLC. (District II)

ORDINANCE NO. 48-424

An ordinance authorizing the city of Wichita, Kansas, to issue its Industrial Revenue Bonds, Series V, 2009 (LDF Properties, LLC) (taxable under federal law), in the aggregate principal amount of \$3,425,000 for the purpose of acquiring, constructing, improving, furnishing and equipping a consolidated distribution center and warehouse facility, in addition to corporate and operational offices; and authorizing the execution of certain documents in connection with the issuance of the bonds.

Hydraulic Improvement, between Harry and Kellogg. (District I)

ORDINANCE NO. 48-425

An Ordinance declaring hydraulic street, between Harry and Kellogg (472-84848) to be a main trafficway within the city of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

Maize Road Improvement, between Pawnee and Kellogg. (District IV)

ORDINANCE NO. 48-426

An Ordinance declaring maize road, between Pawnee and Kellogg (472-84849) to be a main trafficway within the city of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

Greenwich Improvement, between Harry and Kellogg. (District II)

ORDINANCE NO. 48-427

An Ordinance declaring Greenwich road, between Harry and Kellogg (472-84863) to be a main trafficway within the city of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

Revisions to Flood Damage Prevention Ordinance.

ORDINANCE NO. 48-428

An ordinance pertaining to Floodplain Management; amending Sections 27.06.020, 27.06.030, 27.06.080, 27.06.110, 27.06.120, 27.06.130, 27.06.150, 27.06.160, 27.06.170, 27.06.180, 27.06.190, and 27.06.200 of the Code of the City of Wichita, Kansas; and repealing the originals of said sections.

Revisions to Storm Water Pollution Ordinance.

ORDINANCE NO. 48-429

An ordinance pertaining to the Storm Water Management and Pollution Prevention Code of the City of Wichita, Kansas; amending sections 16.32.010, 16.32.080, 16.32.100, 16.32.110, and 16.32.130: creating new sections 16.32.095, 16.32.096, 16.32.097, 16.32.098, and 16.32.099; and repealing the originals of sections 16.32.010, 16.32.080, 16.32.100, 16.32.110, and 16.32.130.

DER2008-00009 - Adoption of the July 9, 2009 Edition of the Wichita-Sedgwick County Unified Zoning Code including codification, minor amendments and addition of the Construction Burn Site, General ("CBS, General") and Construction Burn Site, Limited ("CBS, Limited") as special purpose Districts.

ORDINANCE NO. 48-431

An Ordinance amending Section 28.04.010 of the Code of the City of Wichita and adopting by reference the "Wichita-Sedgwick County Unified Zoning Code, December 4, 2008 Edition", prepared by the Metropolitan Area Planning Commission; and repealing the original of section 28.04.010 at the Code of the City of Wichita which adopted the April 19, 2001 edition of the Unified Zoning Code; and repealing Ordinance Nos. 45-019; 45-298; 45-695; 45-959; 46-113; 46-831; 47-025, 47-049, 47-284, 47-347, 47-664, 47-777, 47-869 and 47-925.

A09-10 - Annexation of 37th Street North right-of-way from approximately 504 feet west of Maize Road to approximately 264 feet east of Tyler Road. (District V)

ORDINANCE NO. 48-432

An Ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the city of Wichita, Kansas. (A09-10)